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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The late Mr. Justice Bray.

THE LEGAL profession will regret the decease of Mr. Justice BRAY, who has died at the age of eighty-one, almost in the midst of his labours on the Bench. For he was seated in court a fortnight ago, busily engaged in hearing the first case in his list, when the seizure came which ended in his death. With the stubborn fortitude so characteristic of him, he refused at first to accept the offer of Mr. Justice MCCARDIE to add the cases to his own list, but a heroic effort to continue the hearing finally broke down and he left the Bench on the arm of his brother judge, never to return. He had had more than fifteen years of strenuous work on the Bench, for he was always a hard worker as well as a most competent lawyer. In the five-and-forty years he spent at the Common Law Bar before judicial promotion came his way, he gradually won the reputation of being one of the half-dozen leading non-jury advocates of the day: in style and weight he much resembled Lord FINLAY and Lord TREVETHIN. A courteous and fair-minded judge, his plucky struggle against the ominous warnings of failing strength and failing acuteness of senses during the last three years won for him from all who practised in his court a warm and respectful sympathy.

House Let with use of Furniture.

WE HOPE TO deal more fully hereafter with the numerous cases recently decided on the proviso to s. 12 of the Rent Restriction Act, which excludes from statutory protection houses otherwise within the Act if "*bonâ fide* let at a rent which includes payments in respect of board, attendance, or use of furniture." But it may be useful to mention at once the latest of these decisions, *Rimmer and Another* v. *Carson*, *Times*, 24th inst., in which MCCARDIE, J., has summarized the effect of the preceding cases. Put briefly, the result is that—(1) a house is "let with furniture" provided there is a substantial amount of furniture

such as would affect the amount of rental a tenant would be willing to pay; (2) there need not be an "establishment of furniture," but the furniture must not be of so trifling an amount as to bring into operation the maxim, *De Minimis non curat Lex*; (3) there must be a *bonâ fide* intention to let and to hire partially furnished, as distinct from unfurnished premises, colourably converted into furnished premises; (4) "fittings" and "fixtures" are not furniture, but (5) whether "linoleum" alone amounts to "furniture," so as to convert "unfurnished" into "partially furnished" rooms is a question of fact for the court in each case. *Rimmer* v. *Carson* is of special interest because the learned judge has made an ingenious attempt to reconcile the recent Court of Appeal decision, *Wilkes* v. *Goodman*, 39 T.L.R. 262, with the Divisional Court case of *Cox* v. *Crane*, 39 T.L.R. 205, which *primâ facie* appeared to be overruled by it.

The Law of Workmen's Compensation.

THERE WAS AN interesting discussion in the House of Commons on the 21st inst. on a resolution moved by Mr. SEXTON and passed by the House, that, in view of the confusion due to the existence of the "several Acts of Parliament dealing with compensation for injury to workmen," any Government Bill dealing with the subject should contain provisions for codifying the law. As a matter of fact, although the Employers' Liability Act, 1880, and the Workmen's Compensation Act, 1906, are both in operation, and are founded on different principles, so that there is a certain amount of statutory confusion, the trouble lies really in the shortcomings of the Act of 1906, and the vast mass of judicial decisions by which it has been elucidated or the reverse; and the substantial part of the resolution lies in its use of the word "codify," which aims at introducing order into judicial decisions as well as into statutes. How the whole scheme of the Workmen's Compensation Act has obstructed, and to a large extent nullified, judicial decision is well known. The decisions may, as a matter of legal interpretation, have been the inevitable result of the task of adapting the language of the statute to the multifarious circumstances to which it had to be applied, but they have not contributed to the simplicity of the Act. To a large extent they have been on the words "arising out of and in the course of the employment," and then, too—to take another example—there is the difficult question of when disease is an "accident." On this the *Law Quarterly Review* for January contains a very instructive article by Mr. MARCUS DODS, of the Scottish Bar. But every case of industrial injury should be covered by insurance. As Judge PARRY says, in his chapter on Workmen's Compensation, in "The Law and the Poor": "After all, the Act was one for the compensation of workmen, and every case of injury that is found not to be provided for is a blot on the scheme." And the *Lancet* of the 10th inst. suggested a scheme of insurance "which would be something better than a legal gamble and which would cover any kind of accident or disease." The Home Secretary, in winding up the debate, did not promise an early comprehensive measure, and all he could do was to hope that the amending Bill shortly to be introduced would give an instalment of what was required, and that codification and consolidation might come later.

The Agricultural Holdings Acts.

IT WILL BE remembered that the case of *Dale* v. *Hatfield Chase Corporation*, 1922, 2 K.B. 282, revealed an unfortunate defect in the Agricultural Holdings Acts, the effect of which was to deprive a tenant of his right to compensation for disturbance because there had been a change of owners between the time when notice of intention to claim compensation was given and the appointment of an arbitrator. This depends on the definition in s. 48 (1) of the Act of 1908 of "landlord" as the person for the time being entitled to receive rents and profits of the land, and the direction in s-s. (2) as to the period during which the designations of landlord and tenant are to continue. Into the particulars of the statutory provisions and the construction placed upon them in *Dale's Case* we need not at present go, but, as we pointed out in noticing the case recently, *ante*, pp. 294, 295, Lord Justice BANKES suggested that the Legislature should make provision for a possible change of landlords. This it is proposed to do by the Agricultural Holdings Acts (Amendment) Bill, introduced by Brig.-Gen. CLIFTON BROWN, which was read a second time in the House of Commons on the 23rd inst., and which had the support of the Government. But it is singular that at the same time a Government Bill for the Consolidation of the Agricultural Holdings Acts is passing through Parliament—it has left the House of Lords and is now in the House of Commons—in which no attempt is made to effect the amendment which has been urged from the Bench and has—so the Minister for Agriculture says—the support of the Government. We are aware that the Bill is described in its title as only a Consolidating Bill, but it is clearly wrong to consolidate enactments containing obvious defects, and then immediately commence a new series of amending Acts. When the two Bills get—as may be assumed will be the case—before the same Standing Committee, the change made by the present Amending Bill ought to be incorporated in the Consolidating Bill.

A Husband's Liability for his Wife's Fraud.

WE HOPE TO comment more fully hereafter on the decisions of the Court of Appeal in *Edwards* v. *Porter* and *McNeall* v. *Hawes* (*Times*, 28th inst.), but it may be interesting to note the result of these appeals—in *Edwards* v. *Porter* from the decision of BAILHACHE, J., 1923, 1 K.B. 268, and in *McNeall* v. *Hawes* from the decision of LUSH, J., *ibid*, 273. By a singular coincidence the cases, which were heard last December (see *ante*, pp. 162, 179), both raised the question of a husband's liability for his wife's tort—in these cases, his wife's fraud—where the fraud is associated with a contract. For a mere tort the husband continues liable notwithstanding the Married Women's Property Act, 1882: *Seroka* v. *Kattenberg*, 17 Q.B.D. 177. On his wife's contracts he is not liable, and this exemption excuses him also from liability for her fraud, if the fraud is directly connected with the contract: *Earle* v. *Kingscote*, 1900, 2 Ch. 585. Such being the law, however anomalous, the courts had merely to apply it in the present cases. In *Edwards* v. *Porter* the wife obtained a loan by a false representation that her husband required it, and that she was authorized to borrow it for him. It would seem, therefore, that there was no contract of loan by her, for she only purported to act as agent; nor was there a contract by the husband, for he had given no authority. Hence it looks like a "naked tort" by the wife for which the husband is liable. But although the wife entered into no contract of loan, yet, on the doctrine of *Collen* v. *Wright*, 8 E. & B. 647, she gave a warranty of authority, and this was equivalent to a contract, and was so associated with the tort as to make the whole matter in substance contractual, so that the husband was not liable. This, accordingly, was the decision of BAILHACHE, J., and it was affirmed by a majority in the Court of Appeal, BANKES and SCRUTTON, L.JJ., YOUNGER, L.J., dissenting. On the other hand, in *McNeall* v. *Hawes*, where the circumstances were somewhat similar, LUSH, J., held that the fraud was a naked tort, and that the husband was liable. He did not dissent from the decision of BAILHACHE, J., but he considered that there was no warranty of authority within *Collen* v. *Wright*. But on this point the Court of Appeal, again by the same majority, have disagreed, and have held that the husband is not liable. It may be noticed that the principle that a fraud may be so much a part of a contract as to make the entire transaction one of contract was applied in *R. Leslie, Ltd.* v. *Sheill*, 1914, 3 K.B. 607, 611, so as to exempt an infant from liability.

Evidence and the Principle of "Perseveration."

A CURIOUS blunder in psychology was all unwittingly made by the justices of Burslem last week. A summons had been taken out against a shopkeeper who kept on his premises one of those novel automatic machines in which the purchaser, who puts a coin in the slot, gets, not a commodity out of the machine, but the control of a lever by which he can manipulate a ball

with a chance of winning a prize. In the leading case, *Peers* v. *Caldwell*, 1916, 1 K.B. 371, it was held that such machines are an infringement of the Betting and Gaming Acts, unless the game is one of skill, not mere contingent manipulation; but the Scots Court of Justiciary refused to follow this decision, *Mackintosh* v. *Granata*, 1916, 53 Sc. L.R. 768, and there has been great latitude in its interpretation by justices. In the Burslem case the constable who supported the summons said that he had put in seven coins in succession without winning; he was invited to try the machine in court and won easily on his very first shot. The justices thereupon held, apparently, that this evidence proved the game to be essentially one of chance, not skill, since otherwise the constable should have done better after seven successive attempts than on his very first attempt after an interval of some days. Modern experimental psychology, however, has proved this theory to be the exact reverse of the truth by a long series of experiments with all sorts of subjects under all sorts of conditions. When a person is learning anything, whether a game, a manual craft, or a memorized task, the normal rule is that, if he stops after several unsuccessful attempts and commences again after an interval of some days, he should show a remarkable increase of skill at once. This is one instance of a principle called the rule of "Perseveration," and is explained as due to the "blocking" of the correct mental track by fatigue products after a number of unsuccessful efforts; sleep or an interval of rest clears away these fatigue products and removes the obstruction, with the result that the mind gains the benefit of all the small advances made in the period of unsuccessful effort. The ground on which the Burslem justices convicted, then, seems rather to show that the game *is* one of skill, not chance.

Severable Restrictions and *ultra vires* Grants.

QUITE A number of exceptionally interesting points of principle contrived to issue out of the Canadian appeal, *Brooks-Bidlake & Whittall, Ltd.* v. *Attorney-General and Ministry of Lands of British Columbia*, *ante*, p. 333. In this case the Minister of Lands of the Province of British Columbia, in granting a licence to cut timber, inserted a stipulation that no Chinese or Japanese labour should be employed. The licensee did not observe this stipulation, contending that it was (1) *ultra vires* of a Canadian Province under their statutory powers as conferred by the British North America Act, 1867 (the Canadian Constitution), and (2) repugnant to Imperial obligations undertaken by the Japanese Treaty Act, 1913. The Minister refused renewal of the licence on the ground that the stipulation had been broken, and the licensees took proceedings to claim a declaration that they were entitled to disregard the stipulation and to a renewal of the licence. Obvious difficulties occur as regards the Japanese Treaty Act, which prohibits discrimination against Japanese subjects at present residing in British Columbia, and which is clearly binding on every Dominion and Province in the Empire. But the Judicial Committee avoided this difficulty by holding that the stipulation was severable; it must be read as two stipulations, one forbidding the employment of Chinese labour, and the other the employment of Japanese labour. The licensee had forfeited his right to renewal if the stipulation as to Chinese labour were good, as he had employed both classes of labourers. The question therefore arose whether the stipulations were repugnant to s. 91 (25) of the British North America Act, 1867, which reserves for the Dominion Parliament the exclusive jurisdiction to legislate on the naturalization and civil rights of aliens; a Provincial Legislature has no such jurisdiction. Although there are conflicting decisions as to the meaning of this clause (see *Bryden's Case*, 1899, A.C. 580; *Tomey Homma's Case*, 1903, A.C. 151; *Attorney-General for Canada* v. *Attorney-General for Ontario*, 1898, A.C., 700), the leading principle of interpretation may now be regarded as this. The Province cannot legislate so as directly to impose disabilities on aliens (except perhaps in respect of the provincial and municipal franchises); but in granting lands, fisheries, licences, and other *privilegia* over the public domain, it can act as a private owner could by settling conditions of the grant which exclude aliens or foreigners. That being the rule, a condition excluding Chinese is not invalid in a grant or a licence, although a statute excluding Chinese would be invalid and *ultra vires*. The Judicial Committee accordingly held the stipulation good.

Liability for Damage done by Domestic Animals.

THE UNANIMOUS decision of the Court of Appeal in the recent case of *Manton* v. *Brocklebank*, *Times*, 24th inst., reversing the decision of a Divisional Court, which had upheld that of a County Court judge, appears to have saved a useful system of classification of animals from the danger of being stultified. The student will find in books on the subject of animals a bewildering mass of technical systems of classification, but most people are, for the purposes of everyday life and conversation, content to classify them as either "wild" or "domestic"—*ferœ naturœ* or *mansuetœ naturœ*. In *Manton* v. *Brocklebank*, the defendant was held by the County Court judge and, on appeal, by the Divisional Court, liable for the death of the plaintiff's horse. The plaintiff had for some time been in the habit of agisting the horse in a certain field when a mare belonging to the defendant was put to agistment in the same field. On the following day the horse was found with a broken leg, having evidently been kicked by the mare, and had to be destroyed. The Court reversed the decision of the Court below and did not accept the contentions put forward in that Court on behalf of the respondent, which, if accepted, would have placed the owner of a mare, warranted quiet, in the same position as to liability as the owner of a tiger, the latter being a dangerous animal, kept by its owner at his peril. As the Master of the Rolls pointed out, to have held otherwise would have tended to nullify the distinction between animals *ferœ naturœ* and those *mansuetœ naturœ*. To saddle the owners of animals, which are necessary and useful to the community, with responsibility equal to that imposed upon the owners of dangerous animals would seem to be clearly contrary to public policy.

Revocation or Ademption by Partition Subsequent.

II.

(*Continued from page* 396.)

BUT the rule seems to have been confined to the cases when the testator substantially takes under the partition only what in a legal and representative sense he had before. Thus under the old law before the Wills Act of 1837, had A B and C been legal tenants in common in fee simple, and A had made his will expressly devising his "*third*," and on partition, a severalty had been legally vested in X in fee, but upon trust for A in fee, that would have been a *revocation* of A's will: *Woodhouse* v. *Okill*, 8 Sim., p. 122; Jarman, 1st Ed., 131, 132, 134; *Grant* v. *Bridger*, L.R. 3 Eq., p. 354. It follows under the old law that in this case not even the testator's original share in the after-taken severalty would pass by his will. The Wills Act, 1837, s. 23, seems certainly to have altered the old law in this respect, and now the original share in the severalty would certainly pass under the will; and as we later submit, the entirety of the severalty will also pass.

But even under the old law the entire severalty would pass in a case like this. A and B, being tenants in common, A devises his "moiety." Afterwards partition is made between them; but B having mortgaged his moiety for a term of years pays off the mortgage. The mortgage term is on the partition assigned to a trustee as to property X, the severalty allotted in fee to A, to attend the inheritance therein; as to property Y by the partition allotted to B, to attend the inheritance therein: *Barton* v. *Croxall*, Tamlyn, 164. If, however, A having devised his "*moiety*," were to take his severalty on partition, in such a way as to give him a power of appointment thereover, even though

the conveyance were merely to the old uses to bar dower, such partition would under the old law operate as a revocation of his will. He did not thereby take a simple fee: *Tichner* v. *Tichner*, cited, 1 Wilson, p. 308, 3 Atk., p. 702; Jarman, Wills, 1st Ed., 134; *Grant* v. *Bridger*, L.R. 3 Eq., p. 354; *Brydges* v. *Chandos*, 2 Ves. p. 429.

The old doctrine of revocation of a will of land of inheritance by subsequent conveyance has altogether gone—see Wills Act, 1837, ss. 1, 3, 19, 23, 24—and it never applied to chattels real, or to personalty. One of the objects of that Act was to assimilate as far as might be the rules as to freehold of inheritance and personalty. The principle of the law was that the simple severalty was in truth the same thing as the former undivided share. If then, now, A legal tenant in common of a "third" devises his "third," and afterwards on partition takes a severalty in a trustee for him: why should not that severalty pass under his will? The only reason under the old law for holding the devise revoked was the change of legal seisin which does not now operate a revocation. As matter of construction merely, the old law held a devise of a "moiety" sufficient to pass the severalty after taken representing that moiety.

In *Woodhouse* v. *Okill*, 1836, 8 Sim. 115, the case was thus: WOODHOUSE as the executor (in devolution of chain of executorship) of THOMAS HEYES held the legal interest in a term of 1,000 years, which THOMAS HEYES had bequeathed in equity to his nephews and nieces, THOMAS, GEORGE, and JANE, in equal shares as tenants in common. WOODHOUSE had married said JANE who was dead, and he was her administrator. GEORGE had died, leaving his father, WILLIAM, next-of-kin: WILLIAM had died, by his will appointing WOODHOUSE executor, and giving his property to or upon trust for WOODHOUSE for life, with remainder to WOODHOUSE'S children as WOODHOUSE should appoint, and in default of appointment to such children absolutely. THOMAS, the nephew, had died, leaving his daughter, CATHERINE PYKE, his administratrix. WOODHOUSE on the 12th February, 1807, made his will giving "one half of the two-thirds of the leaseholds to which I am now legally or equitably entitled" to trustees upon trust to sell if they thought fit, and to pay rents and income to his WOODHOUSES's daughter, Mrs. OKILL for life, with remainder for her children; and giving the other half of his two-thirds similarly in trust for his other daughter, Mrs. MANIFOLD, and her children.

On the 16th July, 1807, a deed of partition was entered into between WOODHOUSE of the first part, Mrs. PYKE and her husband of the second part, and HASSALL of the third part, whereby the parties of the first two parts according to their interests, etc., assigned the leasehold premises to HASSALL, as to one severalty in trust for WOODHOUSE as administrator of his late wife, as to another severalty in trust for WOODHOUSE as executor of WILLIAM HEYES, as to the remaining severalty in trust for CATHERINE PYKE as administratrix of her father, THOMAS HEYES. WOODHOUSE died in 1812 leaving children by his late wife, JANE, his two daughters, Mrs. OKILL and Mrs. MANIFOLD, and three sons. One of the sons claimed that the partition had revoked the bequest. He argued that the partition on its face shewed revocation, one severalty he took as administrator of his wife JANE, the other severalty he took as executor of WILLIAM HEYES; consequently he let in the creditors of each, whereas by his will he had bequeathed as if they were his own property; and by the deed he had declared himself trustee for others than himself. Against this it was argued that, as to the second severalty, his will, so far as his daughters' life interests were concerned, could operate as an exercise of his power of appointment under WILLIAM'S will.

SHADWELL, V.C., held: That, had he not described the characters in which he would take, the deed would have been no revocation, "for the rule as to chattels is different from the rule as to freeholds." As he was originally entitled in one third of the lease as his wife's administrator, he would take such one-third beneficially; consequently the will was clearly good and unrevoked as to one moiety of the two severalties he took under the deed. As to the remaining moiety of the two severalties, there was nothing to shew that when he made his will, he was not aware of his exact position, and "I am not authorised in saying that merely because there is this distribution of character in which he was to take the different parts of the property allotted to him, there is such a taking of a different estate as would make void in equity what he had given by his will."

Here, of course, though the legal interest in the *entirety* of the lease was shifted from WOODHOUSE to HASSALL, yet, the interest of WOODHOUSE in the severalty remained equitable, as, before the partition, had been his interest *qua* tenant in common in the undivided shares: the case is not therefore specific and direct authority on our suggestions.

F. E. FARRER.

The Law of Property Act, 1922.

The New Scheme of Interests in Land.

WE have dealt with various aspects of the new system which, as at present intended, is to come into operation on 1st January, 1925; but we have not attempted a statement of the new classification of interests in land on which the scheme is to be based. In general outline, no doubt, it is already sufficiently familiar. The only legal estates are to be the fee simple and terms of years. All others are to be equitable. The change can only be appreciated by examining what estates and interests are now legal and equitable.

1. *Legal estates under the present system.*—The great variety of legal estates which began to come into existence some 700 years ago when the military tenures of the feudal system were being replaced by private ownership of land is well known to every student of real property law. The latest, and it may well be the final exposition of this "wonderful calculus of estates," as it has been called, is to be found in Challis's "Real Property." Absolute property in land existed in the form of the estate in fee simple; but in point of time this might be divided between successive owners—such as life tenant and remainderman—and either present or future estates might be held by concurrent owners.

Variations of successive ownership arise where there is a fee simple which *primâ facie* exhausts the estate, but is so limited as to be capable of determination—called a determinable fee—or is granted upon condition; such as a grant of the fee on condition that a yearly rent shall be paid: Litt. ss. 325, 330, 331; or that land granted to a charity shall revert to the grantor if used for any other purpose: *Re Hollis' Hospital and Hague*, 1899, 2 Ch. 540. A determinable fee is a fee simple granted subject to determination on an event which may never happen at all; if it is certain to happen then the grant is for something less than the fee: Challis, 3rd ed., 251. A determinable fee determines on the happening of the specified event without entry. A fee upon condition does not determine *ipso facto* on non-compliance with the condition; there must be actual entry. In either case the outstanding right is a "possibility of reverter," which in the case of an estate in fee upon condition is in favour of the grantor and his heirs; and so, too, in the case of a determinable fee, though it has been suggested that since *Quia Emptores*, the benefit of the reverter goes to the lord as a quasi-escheat: 2 L.Q.R. 394. If so, the question might arise whether it is abolished by the general abolition of escheat: s. 148. But this is unlikely since for practicable purposes determinable fees are obsolete, except in the case of a limitation in a marriage settlement to the grantor and his heirs till the marriage: Challis, p. 256, and see the list of determinable fees there given. A more convenient way of effecting the same object was rendered possible by the Statute of Uses, and under this the fee could be at once made determinable, and the determination might be for the benefit of a third person. This was by means of a shifting use. In the case of a will a similar effect was produced by an executory devise.

From a fee simple upon condition—also called a fee simple conditional—must be distinguished conditional fees; though the similarity of name is a source of confusion in the books; but in fact a conditional fee has not been possible since the statute *De Donis* turned fees of this nature—*i.e.*, a grant to the grantee and the heirs of his body which was alienable as a fee simple absolute on birth of heritable issue—into estates tail. For practical purposes the only modified fee now possible is a fee simple upon condition, with possibility of reverter to the grantor and his heirs.

Thus, limited estates of freehold in possession are, in general, fee simple upon condition, estate tail, and estate for life; and future estates and interests are remainders and reversions and possibility of reverter, which are strictly common law creations;

and shifting uses and executory devises which create legal estates, the former by force of the Statute of Uses, as to the latter, see Williams' "Real Property," 23rd ed., p. 432. Into the distinction between vested and contingent remainders we need not enter. They have a literature of their own. At common law a remainder required an estate of freehold to support it, and a vested remainder was always ready to take effect in possession if the preceding freehold estate determined; a contingent remainder failed if it had not then vested. Provision to prevent such failure was made by the Real Property Act, 1845, s. 8, and the Contingent Remainders Act, 1877. But the distinction between remainders and executory limitations—*i.e.*, shifting uses and executory devises—was maintained by the rule that a limitation which in its inception could operate as a remainder should not take effect as an executory limitation.

Concurrent ownership, whether of the fee simple or of parts of it, present or future, exists in the form of joint tenancy, tenancy in common, coparceny, and (though at the present time only in rare cases) tenancy by entireties.

2. *Legal estates under the new system.*—The new system fundamentally alters the above scheme, both as regards legal estates in succession, and as regards legal estates held concurrently. The division of legal estates into successive estates is abolished; the only legal estate is the fee simple. The holding of legal estates concurrently is reduced to the single case of joint tenancy.

But the system applies not only to the fee simple in the land itself, *i.e.*, to the estate which gives the right to actual possession; it applies also to various inferior rights. This might have been done by leaving "land" in s. 1 to have its statutory effect under the definition of the term in s. 188 (1), according to which it includes land of any tenure, and mines, and other corporeal hereditaments; also rents and other incorporeal hereditaments, and easements and privileges over land; but not an undivided share in land, a restriction which has already been provided for in Part. I, by s. 1 (4). But the definition does not apply where a contrary intention appears, and it is obvious that in s. 1 the term "land" means the physical land, and not an estate or interest therein, and the section proceeds to specify the various estates and interests in the physical land which can exist at law. These are (*a*) fee simple absolute; (*b*) term of years absolute; (*c*) easements and privileges; (*d*) fee simple or term in mines or surface separately; (*e*) rent-charges, either perpetual or for a term; (*f*) land tax, tithe rent-charge and other similar charges not created by an instrument; (*g*) rights of entry annexed to a legal term or a legal rent-charge.

As to these, (*a*) and (*b*) are similar in that each gives a right to the physical land itself, though not concurrently. They are in fact successive interests as regards the land. The creation of a term reduces the fee simple to a reversion, but if the term is at a rent, the reversioner is entitled to receipt of rent. Hence "possession" of land is usually meant to cover actual possession and receipt of rent, and the term gives the right to actual possession. This can be adapted to a succession of terms and sub-terms. Hence (*a*) and (*b*)—the fee simple and a term of years—represent all that is left of successive holding of land at law.

A term, in order to exist at law, must be absolute, and this *primâ facie* would exclude mortgage terms which cease on repayment. But "term of years absolute" is defined by s. 188 (12) to mean a term of years "either certain or liable to determine by notice, re-entry, operation of law, or by a provision for cesser on redemption, or in any other event (other than the dropping of a life, or the determination of a determinable life interest), but does not include any term of years determinable with life or lives or with the cesser of a determinable life interest." It seems, therefore, that "absolute" is used as a quite arbitrary expression to exclude terms which are really life interests; such as a term for 100 years should A so long live. The word "absolute" is in fact misleading, and it would probably have been better to omit the word and introduce the desired qualification of "term of years" by express exclusion of terms determinable on the dropping of a life or lives.

Item (*c*)—easements, etc.—comprises rights of a different nature. They do not require possession of the land, and constitute an infringement on the enjoyment of the possessor, and are an extension of the enjoyment of the possessor of other land. Section 23 states this—needlessly, it would seem—when it says that an easement, right or privilege for a legal estate shall enure for the benefit of the land to which it is intended to be annexed. The reference to intention is unfortunate, for either intention is expressed in the words creating the easement—in which case the reference is unnecessary—or it is to be inferred from surrounding circumstances—in which case the reference is a source of uncertainty. Easements, being thus annexed to the dominant tenement and exercisable over the servient tenement, they follow land as regards the legal interest, and are only capable of existing at law for an estate in fee simple or a term of years.

The position with regard to item (*d*) is curious. It applies the legal estates capable of existing in the land to the mines and to the surface separately. It is by no means clear that this is necessary. Admitting that in s. 1 the full definition of land in s. 188 (1) does not apply, yet "land" is there defined to include "mines and minerals, buildings or parts (whether the division is horizontal, vertical or otherwise) of buildings," and to this extent the definition seems to apply to s. 1; *i.e.*, "land" includes horizontal divisions, just as it includes a piece of land vertically divided. The division of land in this way is also recognised in s. 120 (9), which enacts that a trust to sell land includes a trust or power to sell "part thereof, whether the division is horizontal, vertical, or otherwise." Hence it might have been supposed that s. 1, with its new classification of legal estates, would have applied to the surface and to the minerals separately without express mention; just as it may be assumed from the definition of s. 188 (1) that it applies to parts of buildings, horizontally or vertically divided. But the express mention of mines in item (*d*) raises the question why express mention is not also made of other divisions of land, as in the case of buildings. Probably, however, the effect of s. 1, taken with s. 188 (1), is to restrict legal interests, not only in the whole of a piece of land, but in any corporeal part of it, however the division is effected.

Item (*e*), rentcharges, and item (*f*), land tax, &c., call for no special remark. These will be legal interests, provided, in the case of rentcharges, the rentcharge is in possession, and is either perpetual—which is equivalent to a fee simple—or is for a term. As to land tax and similar charges no period of duration is mentioned, nor would this be practicable; such charges may be either permanent or terminable.

Lastly, there is item (*g*)—"Rights of entry exercisable over or in respect of a legal term of years absolute, or annexed for any purpose to a legal rentcharge." It will be noticed that a right of entry on a fee simple for condition broken is not mentioned, nor could such a right of entry be a legal right. A fee simple upon condition will be an equitable interest, and hence, the right of entry will be an equitable interest, and, apparently, enforceable under Schedule I, Part II. But a legal term of years, though styled absolute, may be, as we have seen, determinable by re-entry, and this right of re-entry is naturally a legal interest. Similarly, a right of entry to enforce a legal rent-charge is a legal interest. In the Bill of 1921 this item was—"Rights of entry and reverter authorized by" Part I. The item in its present form was introduced so as to confine legal rights of entry to those exercisable in respect of a term of years and a legal rent-charge. In any case it would seem that a legal right of entry must be confined to entry in respect of a legal estate or interest. The right of entry of an owner out of possession is also a legal interest, but since it is an incident of the owner's estate, it was, perhaps, unnecessary to mention it. Perhaps item (G) would have been more effective if it had extended generally to rights of entry in respect of a legal estate or interest.

In connection with rights of entry reference should be made to s. 20, which is intended partly to remove doubts as to the assignability of rights of entry which have arisen under s. 6 of the Real Property Act, 1845: see *Hunt* v. *Remnant*, 9 Exch. 640; and have not been altogether removed by the Conveyancing Act, 1911, s. 2 (1): see Williams, "Vendor and Purchaser," 3rd ed., p. 388; and partly, to enable a right of entry after the commencement of the Act to be "made exercisable by any person and the persons deriving title under him." The meaning of this is not obvious, but we must leave it for the present; and we must leave, too, the bearing of the Act on rights of entry and the Perpetuities Rule: see s. 20, and also s. 98, and compare Conveyancing Act, 1911, s. 6.

(To be continued.)

Litigation and Differences of Wealth.

THE *Harvard Law Review* for February contains a very interesting article on "Litigation and Poverty," the learned author of which considers *inter alia* the arrangements found in Great Britain which affect his subject-matter. During the last year American legal opinion has felt a fresh interest in English Legal Institutions. The intolerable burden of forty-seven different systems of law which prevail in a federation of forty-six Sovereign States and one Congressional Body, the existence in the State Courts of the old Pre-Judicature Act system of pleadings only a trifle modified, the absence of any general land-law reforms, the lack of any uniform divorce or family laws; these sources of complexity in daily life have forced at last even the American proud of his native institutions to ask whether he can learn anything from England. Chief Justice Taft visited us last year to see if he could usefully adapt our system of procedure to the purposes of his Transatlantic courts. And whenever any problem of legal, as distinct from social or political reforms,

now arises in the States, immediate recourse is had to such information as is available about English methods of solving it. English lawyers—not too popular and not wholly appreciated at their true value for breadth of mind and progressive spirit in their own country—may fairly regard this as a high compliment to the essential largeness of vision which has inspired the profession here.

But on the great question of "Poverty and Litigation" we fear that English precedents did not greatly help our American enquirer in the *Havard Law Review*. The truth is that all the civilised nations of the world are woefully blind to the great defect which brands all systems of judicial procedure anywhere in existence, namely, the fact that a man's chance of obtaining justice does depend to a not inconsiderable extent upon his possession of ample means to provide the sinews of forensic war. This fact is so much one of the everyday facts of life that we are apt to be blind to its essentially inequitable character. Justice should be obtainable as a matter of course, whether one is rich or poor. Unfortunately this is not so in practice. It is not easy to see how it can be made so. But some attempt in that direction is surely not impossible, if lawyers would only put their heads together and seriously attempt to find a way.

The problem which arises is not one simple issue; there are at least four. First, there is the question of the defence of accused persons. No one doubts that a skilled Old Bailey practitioner of the first water often does get off a rich man who can afford to pay his fee, or a poor man on whose behalf a newspaper raises a defence fund, whereas the wretch who has not this advantage, is convicted and, it may be, hanged. In a case last year—that of the Epping Forest murder—where two persons, a man and a woman, were convicted of a joint-murder, the man was defended and the woman undefended. Public opinion felt this to be so iniquitious that, although on the evidence the woman was much more obviously guilty than the man was, indeed, had practically admitted her share in the crime, the Home Secretary at once respited the death sentence in her case. But dramatic cases like this are the only ones which affect the public conscience; so the unfortunate accused who excites no interest, meets with no such mercy. It is clear that something ought to be done to provide for the gratuitious defence, at the expense of the State, of all persons accused of indictable offences. The present system, by which it is left to the discretion of the judge to make an order for legal aid if the prisoner has disclosed his defence at the trial and has no money, is quite inadequate. For in serious cases a wise prisoner naturally reserves his defence: he is afraid that what he says will be taken down wrongly and misunderstood. Again, if the prisoner has even a single guinea, judges tell him that he has "means," and must brief counsel from the dock—a hopelessly inadequate sort of provision for the defence of a difficult case. Lastly, even the prisoner who has disclosed his defence and has not even a single guinea, is merely allowed a solicitor and a counsel from the "Poor Prisoners' Defence List," both of whom get such low fees that the work is not undertaken by successful practitioners. The provision of an adequate fund out of which a counsel of experience can be briefed is essential, if justice is to be at all equal as between rich and poor. The State already makes this provision for the prosecution, and there seems no reason why it should not equally be made for the defence.

The second problem is that of Divorce. Here no provision at all is made except that of a "Poor [Persons List." Not only is the poor person, husband or wife, who desires a divorce left to incur personally the costs, other than court fees and lawyers' fees, incidental to legal proceedings, but in the case of a husband, there is the additional barrier incurred by the legal obligation imposed on him of (1) giving security for his wife's costs before he can proceed against her, and (2) giving security for her costs before he can defend proceedings taken by her. This latter rule grew up in an age when married women had little or no private property, and when the courts were used only by the gentry or the wealthy burgesses, so that a husband usually had some means with which to give security. It is a monstrous rule under present-day conditions and ought to be abolished. But its abolition would require at the same time the provision of some State assistance to married women to secure adequate legal representation of their interests. Such assistance ought to be part of a comprehensive system of legal aid in the Divorce Court, in which poor persons will not be forced to rely, as at present, on the services of inexperienced lawyers who are unpaid.

The third problem is that of matrimonial proceedings in the magisterial courts. Here something like 30,000 separation orders are made each year against husbands, who, as the result of such orders, become practically serfs-for-life of their wives; they are compelled to work for them and pay a weekly sum for their maintenance for the rest of their lives without receiving any services in return. The sum left to the husband is often quite inadequate for his decent subsistence; and if, through misfortune or loss of work, he falls into arrears, he is liable to imprisonment—lack of means being no defence in such a case. Our gaols are full of husbands imprisoned, many for years, on this account, at the instance of vindictive wives, backed by stupid magistrates, who imagine they are doing something chivalrous in refusing relief to the husband in such a case. Now, so long as this state of things continues, it is at least desirable that this condition of serfdom, with its unspeakable misery, should not be inflicted on men unless they are really in matrimonial default. But the experience of barristers who have cases in these courts is practically unanimous that many benches make such orders on grounds neither legal nor just, owing to the lack of a proper defence for the husband. A wife will leave her husband for a long time against his wish, and then return; he refuses to receive her back; she summons him for "neglect to maintain," and gets an order as a matter of course, although in law and in fairness he clearly has "just cause" for refusing to receive her again in these circumstances. A woman neglects all her household duties till her husband has to fend for himself; the same result follows. A woman makes her husband's life intolerable by complete neglect of his comfort, by incurring debts on every side, by openly flouting and jeering at him: he at last strikes her or leaves her—she gets a separation for "cruelty" or "desertion." To those unacquainted with the administration of married women's cases in our petty sessional courts, this may seem a caricature. Unfortunately, it is only too true a picture of the dense lack of understanding and common sense as well as ignorance of law, which marks the hearing of such case in three magisterial courts out of four. Were the husband adequately represented by an experienced divorce court practitioner, these results would not happen; but he has not the means to secure such representation. Here again, there is need for some more adequate provision for the assistance of poor persons in such cases.

The fourth problem is more fundamental than any of the other three, but perhaps, not so pressing in actual practice, nor does it result in such intolerable hardship or personal wrong. It affects property rather than individual status. But it cannot be altogether ignored. We refer to the fact that in litigation the side with the long purse has a very considerable advantage apart from the merits of the case. This arises in various ways, but the most important is ability to brief the best counsel of the day, whereas the other side can only brief a third-rate or inexperienced man, and must be satisfied with him. It is not easy to see any remedy for this difference due to the accident of the purse; but it is not possible to pretend that the advantage is a natural one to which the wealthy man is entitled because he can pay for it. We do not ourselves see any remedy for this inequality except a very heroic and quixotic one—a return to the system of Ancient Rome and Mediæval England in which all advocacy by counsel was really gratuitous; men of station or religious men acted as counsel without payment of any kind as a patriotic or philanthropic public service. In such a state of things the gratuitous advocate would have no temptation to exert his skill to its uttermost unless he felt his client's cause to be just; and wealth, at least, would confer no advantage. But our present civilization is scarcely likely to regard such a remedy seriously. So the fourth of our problems remains insoluble.

Res Judicatæ.

Rules of Evidence in Criminal Procedure.

(*R.* v. *Black*, 16 Cr. App. R., 118; *R.* v. *Sullivan*, *ibid.*, 121; *R.* v. *Millichamp*, *ibid.*, 83; *R.* v. *Pilley*, *ibid.*, 138, C.C.A.)

A number of points in connection with the rules of evidence in prosecutions were decided toward the close of last year by the Court of Criminal Appeal, and it may be useful to note these together here. None of them is sufficiently important to require detailed comment; but every one is likely to prove useful in practice and should be remembered by practitioners at the Criminal Bar.

In *R.* v. *Black*, *supra*, a murder trial, the deceased person had made statements about her past symptoms and the cause of her ill-health in the presence of the accused. This was not the "dying declaration" of a person, in a homicide case, in the settled and irrevocable expectation of death, and so not admissible on that ground. But the prosecution put it in as an "admission," *i.e.*, a statement made in the presence of the accused requiring some comment by him, the absence of which comment is treated as some evidence that he admits its truth. It was held that this view is sound.

In *Rex* v. *Sullivan*, *supra*, it was held that the prosecution is not entitled to recall a witness merely in order to get him to repeat, and so to rub in and emphasize, evidence given by him in chief. But it is entitled to recall him to deny a statement made by the defendant subsequent to the giving of the witness's testimony, and his rebutting evidence is not invalidated merely because incidentally he repeats, and thereby emphasizes, his evidence in chief. The trial judge, however, it was held,

should be careful not to allow this opportunity of recall to be abused by the prosecution with the secret intent of rubbing in the old evidence under disguise of rebutting the new.

In *Rex* v. *Millichamp, supra*, the accused was identified by one single witness only. The defence was an *alibi*. It is obvious that isolated witnesses to identity may easily be mistaken, and that accused persons are not always in a position to prove conclusive *alibis*. In such a state of circumstances the Court of Criminal Appeal held that two precautions must be observed: first, the identification proceedings must be conducted with the utmost care and fairness by the police; and secondly, the trial judge in his summing up must draw full attention to the merits and demerits of the identification. Failure to do so is misdirection on his part.

In *Rex* v. *Pilley, supra*, the police had confronted two accused persons at the police-office proceedings in which the charge against them was preferred. It was held that the utmost care must be taken in such cases not to say or do anything which invites a reply from one who may be implicated by the statement of the other in his presence. Such attempts to get "admissions by conduct" are to be regarded as improper and unfair.

Reviews.

Magistrates' Law.

THE JUSTICE AT WORK. By ALBERT LIECK, Chief Clerk of the Thames Police Court, London. Butterworth & Co.; Shaw & Sons Ltd. 2s. 6d. net.

This is a small book of some thirty pages based upon articles which have from time to time appeared in the *Justice of the Peace*, and, as its title implies, it is intended to give an insight into the practical work of a magistrate. The justice done by a magistrate, notwithstanding that he is at the base of the hierarchy which has the Lord Chief Justice and the Court of Criminal Appeal as its head, has, says the author, to be "justice according to law"; and this means, not only that the magistrate must be acquainted with the law which he has to administer, but that he must administer it according to fixed rules. Mr. Lieck takes the reader through the various stages of magisterial proceedings, and describes a Court of Summary Jurisdiction; the functions of the justices' clerk, upon whom the regularity of the proceedings so greatly depends; the variety of applications which have to be entertained; the remand and adjournment which occur in all but simple cases, and the granting of bail; the hearing and deciding of cases; and the method of dealing with offenders; and the whole is interspersed with practical hints which are interesting and useful. Thus, as regards bail, it is properly said to be a standing principle of English law that a prisoner ought to have bail if possible; as regards witnesses, that a child witness should always be allowed to have the moral support given by the presence of its parent, though without interference; and as regards the probation system, that "it is a great success and would be a greater if more and better probation officers could be provided"; and to take a last instance: "It is an excellent thing for justices occasionally to visit gaols, reformatory schools, and other institutions, and so realize more fully the meaning and effect of their sentences." Altogether a practical, useful and interesting sketch of magisterial life.

Books of the Week.

Negotiable Securities.—The Law of Negotiable Securities. Six Lectures delivered at the request of the Council of Legal Education. By WILLIAM WILLIS, K.C. Fourth edition by ALFRED WILLIAM BAKER WELFORD, Barrister-at-Law. Sweet & Maxwell, Ltd. 10s. net.

Clubs.—Daly's Club Law and the Law of Unregistered Friendly Societies. Third edition. By HERBERT MALONE, B.A., LL.B., Barrister-at-Law. Butterworth & Co. 5s. net.

Correspondence.

The Probate Registry.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Were you not in error when in your issue of the 24th instant you stated that the late Mr. T. C. Chadwick "entered Somerset House" in 1850? Did he not then enter the Registry of the Prerogative Court of the Archbishop of Canterbury, which was located on the south side of Knightrider Street, half way between Godliman Street and Addle Hill, adjoining Doctors' Commons, where the Court was held, and the advocates had their chambers? In 1857 the Probate Court was established to take over the work of the Prerogative and other Courts, but it was not until 1875 that the Registry was moved to Somerset House. Both Mr. T. C. Chadwick and his brother, Mr. Geo. Chadwick, were considered authorities in Probate practice, particularly the latter.

The Royal Courts of Justice, PRETOR W. CHANDLER.
Strand, London, W.C.2,
27th March.

[We are obliged to Master Chandler for the correction. No doubt the facts are as he states.—Ed. *S.J.*]

CASES OF LAST SITTINGS.

House of Lords.

RUSSELL *v.* **RUDD.** 20th March.

WORKMEN'S COMPENSATION—AGREEMENT TO ACCEPT LUMP SUM—RECORDING MEMORANDUM—AGREEMENT FOR REDEMPTION OF WEEKLY PAYMENTS—REFUSAL TO REGISTER ON GROUND OF INADEQUACY—WORKMEN'S COMPENSATION ACT, 1906, 6 Edw. 7, c. 58, Sched. II, 9 (*d*).

Apart from the provisions of the Workmen's Compensation Act, 1906, relating to the redemption of a weekly payment by a lump sum, it is not competent for an injured workman of full age to enter into an agreement with his employer for the acceptance of a lump sum in settlement of all claims under the Act.

A series of decisions beginning with *Ryan* v. *Hartley*, 1912, 2 K.B. 150, *overruled.*

This was an appeal from the Court of Appeal (reported 91 L.J. K.B. 537) setting aside a decision of the County Court judge at Edmonton, and raised a question of great importance under the Act, about which there has been some difference of opinion between the English and the Scottish courts. The appellant Russell was in the employment of the respondent, and in October, 1920, he met with an accident in the course of his employment and sustained injuries. The respondent did not dispute his liability to pay compensation under the Act, and without entering into any agreement with the appellant he paid him 35s. a week from the time of the accident until 13th August, 1921. In June, 1921, an agent of the insurance company in which the respondent was insured informed the appellant that he could no longer receive full compensation, and an agreement in writing was entered into by which the appellant agreed to accept £75 in full settlement and discharge of all claims in respect of the accident. The respondent applied to the Registrar of the County Court to have a memorandum of the agreement recorded. The registrar refused and referred the matter to the County Court judge. Meanwhile the appellant, whose compensation had stopped, filed a request for arbitration, and this application came on for hearing before the judge, together with the application to record the memorandum. The judge found as a fact that the agreement was an agreement for the redemption of a weekly payment, and that the sum of £75 was inadequate; he refused to record the memorandum and made an award in favour of the appellant. The respondent appealed and the Court of Appeal allowed the appeal and ordered the memorandum to be recorded and an award for the respondent to be entered. Thereupon the present appeal was brought.

The LORD CHANCELLOR said that the first question which arose was whether, apart from the provisions contained in the schedules to the Act relating to the redemption of a weekly payment by a lump sum, the agreement made between the appellant and the respondent was a valid agreement. In his opinion it was not. The provision in s. 3 (1) that the Act should apply, notwithstanding any contract to the contrary, affected not only agreements made before an accident, but also after an accident had happened. This was so held by Lord Wrenbury in *Clawley* v. *Carlton Main Colliery Co.*, 1918, A.C. 744, 758. Of course, the prohibition did not apply to agreements authorised by the Act itself, and it was argued on behalf of the respondent that the agreement was authorised by s. 1 (3) and particularly by the words "if not settled by agreement." In his opinion these words did not cover an agreement for the payment to a workman suffering from incapacity of a lump sum in settlement of all claims under the Act. The effect of s. 1 (1) was to entitle the workman to a weekly payment, and the effect of s. 1 (2), so far as material, was that any question as to the amount or duration of compensation, that is, of the weekly payment, might be settled either by agreement or arbitration. It was plain that an arbitrator could not under this sub-section award compensation in the form of a lump sum, and, in his opinion, the power to settle by agreement was limited in like manner. The intention of the Act was that a workman who was suffering from total or partial incapacity caused by an accident should receive a weekly sum, which should be subject to review from time to time, and should be incapable of being assigned or charged, but which might be redeemed by agreement with the employer, subject to the approval by the County Court. To substitute for compensation of that character the payment of a lump sum fixed only by agreement between employer and workman, and free from any examination by the Court, was to contract out of the Act and was a contravention of s. 3 (1) of the Act. The second question which arose was whether agreements, such as the agreement in question, fell within Sched. I, para. 17, and Sched. II, paras. 9 and 10, so as to be valid if registered under the latter schedule. If their Lordships agreed with him as to the effect of s. 3 (1) this question would not closely concern the present appellant, but as the question had been fully argued it was as well to answer it. Schedule I, para. 17, enabled an employer to redeem a weekly payment which had been continued for not less than six months, provided that nothing in the paragraph should be construed as preventing agreements being made for the redemption of weekly payments by a lump sum. Now was this agreement an agreement as to the redemption of a lump sum? It was held by the Court of Appeal, following previous decisions, that the expression applied only to an agreement for the redemption of a weekly payment which had been fixed by arbitration

or agreement, and accordingly that no such weekly payment having been fixed in this case the provision did not apply. That was too narrow an interpretation to put upon the words. When a workman was suffering from incapacity caused by an accident falling within the Act, he became *ipso facto* entitled to a weekly payment which, though not ascertained as to the amount, was capable of being immediately ascertained, and he saw no reason why the liability to make this weekly payment should not be redeemed though the amount had not in fact been fixed. Admittedly the parties might agree upon a weekly sum under s. 1 (3), and might then at once agree for its commutation by a lump sum, and it did not appear that it was essential that they should go through the form of agreeing the amount of the weekly sum before settling the lump sum to be paid. It might be that an agreement to pay a lump sum in full settlement of all claims was not very appropriately described as an agreement for redemption of a weekly payment by a lump sum, but in fact the only existing claim in this case was a claim to a weekly payment, and it was that claim which was commuted under the agreement. He thought, therefore, that an agreement of this kind fell within the schedule. He was, of course, conscious that in advising their Lordships to come to these conclusions he was recommending the House to overrule a series of decisions of the Court of Appeal. He referred to *Ryan* v. *Hartley*, 1912, 2 K.B. 150; *Hudson* v. *Camberwell Corporation*, 10 B.W.C.C. 400; *Rawlings* v. *Hodgson*, 1918, 2 K.B. 342; *Williams* v. *Ministry of Munitions*, 13 B.W.C.C. 213; *Haydock* v. *Goodier*, 14 B.W.C.C. 50. That was a formidable list of authorities, and he would hesitate long before advising their Lordships to overrule them were it not that the eminent judges who were responsible for the later decisions purported only to follow the earlier decisions, and in some cases with expressions of doubt or dissent. The appeal should succeed and the judgment of the Court of Appeal should be set aside and the award of the County Court judge restored.

Lord BUCKMASTER concurred in the judgment of the Lord Chancellor, and Lord DUNEDIN and Lord SHAW OF DUNFERMLINE gave judgment to the same effect.

Lord CARSON differed. He said that the broad question raised on the appeal and one of the first importance was whether the agreement in question was under the Act a valid agreement or, in other words, whether it was competent for the workman and employer to settle or compromise a claim by the payment of a lump sum. If the answer was in the negative, one of the results would be that it would not be possible in any case, however doubtful or raising difficult questions, for the employer and workman to agree to a settlement by payment of a lump sum, and the parties, however beneficial the agreement might be, would be left to litigate the disputed questions. Having regard to the innumerable questions which arose from day to day under the Act, he could not but think that they ought not to come to such a conclusion unless they found clear words in the Act taking away the inherent right of compromising legal claims.—COUNSEL: *Harold Morris*, K.C., and *S. J. Duncan*; *Compston*, K.C., and *W. Shakespeare*. SOLICITORS: *Kingsley Wood, Williams & Co.*; *Hair & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

SUTTON *v.* ATTORNEY-GENERAL. 16th March.

CONTRACT—CIVIL SERVANT—TERMS OF ENLISTMENT—"FULL CIVIL PAY IN ADDITION TO MILITARY PAY"—BONUS TO POSTAL STAFF—PETITION OF RIGHT.

A circular issued by the Postmaster-General in 1914 *stated that postal servants who entered the Army would be allowed full civil pay, in addition to military pay. A telegraphist relying on the circular left his position in the Post Office for military service, and during his absence bonuses were given to the postal staff remaining at home, and he now by petition of right claimed the amount of those bonuses.*

Held, that the bonuses were part of the suppliant's pay, and that he was entitled to the relief claimed.

This was a case of great importance to a large class of civil servants and raised the question whether the appellant, who was a Post Office telegraphist in the service of the Postmaster-General, having enlisted as a telegraphist in the Royal Engineers on the terms of being allowed "full civil pay in addition to military pay," was entitled to receive the amount of certain war bonuses which were granted to Post Office servants who continued to be employed as such. The appellant, by petition of right, prayed that he might recover damages for breach of contract by the Postmaster-General who had published a circular in September, 1914, inviting members of the Post Office staff to enlist, and stating that those enlisting as office telegraphists in the Royal Engineers would be allowed "full civil pay in addition to military pay." In reliance on this circular the appellant enlisted in September, 1915, and was demobilized in May, 1919. The rate of civil pay for telegraphists was during the service of the appellant increased from time to time by various sums, but the Postmaster-General declined to pay to the appellant any part of these increases, and the appellant maintained that he had consequently not received full civil pay within the meaning of the circular. Mr. Justice Darling held that the appellant was entitled to the relief sought by the petition of right, but the Court of Appeal by a majority reversed his decision and ordered judgment to be entered for the Crown.

Lord BIRKENHEAD said that the matter must stand upon the meaning to be attached to the words "full civil pay" in the circular. Although the circular was general in its terms and addressed to Post Office officials of different grades and avocations, yet the appellant having enlisted under that circular must be taken to have accepted the offer there set out so far as it was applicable to him. That being so, the issue was narrowed down to the question whether the words "full civil pay" meant such pay at the date of enlistment and referred only to that point of time, or meant such pay as he would have received during the period of his military service if he had not enlisted. The answer was not easy to find. Certain conclusions could, of course, be readily agreed; "full" meant without deduction, "civil" referred to the man's civil occupation, and "pay" meant either pay at the date of enlistment or pay which he would have received had he not enlisted. Neither of the constructions last suggested could be supported without the implication of some words into the circular. It was in fact a contest as to which was the right implication. There was little or no context that might assist, and obviously subsequent events could not be allowed to influence the construction. After careful consideration he had come to the conclusion that the appellant's contention was well founded. The postal employee was offered this inducement, viz., that he was to be and remain during his period of service better off by the amount of his military pay than he would have been had he remained in his former calling. There remained, however, the subsidiary question, whether the temporary increases of remuneration called "war bonuses" were included in the term "pay." It could not be contended that this was concluded by the decision of the Treasury. If the man's full civil pay was to mean the remuneration which he would have received had he been at home, the Treasury decision was either in accordance with the contract or else a breach of the contract, but was certainly no bar to any court deciding what the appellant would have received as pay had he remained in his civilian employment, and therefore was entitled to be paid while serving in His Majesty's Forces. The war bonuses, therefore, were part of the civilian's pay. For these reasons he moved that the appeal be allowed.

Lord FINLAY and Lord ATKINSON gave judgment to the same effect.

Lord SUMNER dissented. He said the whole question was what did the words "full civil pay" mean? There was no evidence or no sufficient evidence of the meaning of these words as terms of art in the postal service. The circular was addressed to a great number of persons, and being in the nature of an offer by advertisement it could not be otherwise, but when it became a contract by the suppliant's acceptance of it there arose a strictly several contract. That contract was a contract between the Postmaster-General and the individual person who volunteered and thereby accepted the terms of the general offer, and that contract must be interpreted according to the terms of the offer without implying anything as to other persons beyond what was expressed. Turning to the words themselves, the word "full" presented little difficulty and as applied to "civil pay" meant without diminution or deduction from the total which "civil pay" connotes. In ordinary English, "pay" meant something contractually payable. It was a word indicative of obligation on one side and of right on the other. If that was so, the civil pay in the contract which arose on the suppliant's volunteering for military service was *ex vi termini* his pay, the pay which at the time when this contract arose was already matter of promise to him by his civil employers. That was the pay the continuance of which was promised to him by the terms of his contract for special military employment and no other. It was suggested that civil pay meant the civil pay of the grade to which he belonged when he volunteered and in which his place was to be kept for him on his demobilization. There was nothing in the language of the circular which warranted such an implication. It was really an amendment of the contract founded on the retrospective view that such a term was equitable and fair, not as between the suppliant and his employers, but as between the suppliant who enlisted and his fellow employees who did not. It was a familiar idea that the Civil Service pay and conditions of service must within a grade be the same for all members of a grade. From this it was inferred, though it did not necessarily follow, that one who remained a member of the grade was by that fact entitled so long as he did so to emoluments as good as the best that any other member of the grade got at any time during the same period. References to terms of service were thus construed by grades and not by individuals, though they occurred in contracts which were not joint but several, and related to circumstances which widely distinguished some members of the grade from others. Nothing in the circular entitled their Lordships to interpret it in the light of such an assumption, or to read into the words "full civil pay," in a contract which exclusively regulated the suppliant's rights while engaged in military service, other words referring to considerations subsequently agreed with others for services which the suppliant was never called upon to render. The suppliant had to find in the words of the Crown's offer which he accepted material for the implication for which he contended and had failed. That he was not only to go on getting his pay, but was further to get future considerations moving to others for services which they rendered and inconveniences which they endured while he did neither, was more than the words would support. On these grounds and without discussing the question whether what was called a "war bonus" was within the term "civil pay," he thought that the appeal failed.

Lord PHILLIMORE gave judgment to the same effect as Lord Sumner.—COUNSEL: *Sir John Simon*, K.C., *Disturnal*, K.C., and *Slesser*; *the Attorney-General* (Sir Douglas Hogg, K.C.), *Sir Leslie Scott*, K.C., and *Harold Murphy*. SOLICITORS: *Kenneth Brown, Baker & Baker*; *R. W. Woods*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Court of Appeal.

***In re* ABERGAVENNY: NEVILLE *v.* COMMISSIONERS OF INLAND REVENUE.** No. 1. 23rd and 24th November, 1922, and 20th February, 1923.

REVENUE—ESTATE DUTY—INALIENABLE ESTATES TAIL—WHETHER AGGREGABLE WITH OTHER PROPERTY TO FIND RATE OF DUTY—INTEREST OF SUCCESSOR—PROPERTY DEEMED TO PASS ON DEATH—FINANCE ACT, 1894, 57 & 58 Vict. c. 30, ss. 1, 4, 5 (5)—FINANCE ACT, 1900, 63 Vict. c. 7, s. 12 (2)—FINANCE ACT, 1907, 7 Edw. 7, c. 13, s. 16.

George Neville, Baron of Abergavenny, who died in 1535, by his will gave certain estates in tail male to a son, who died without issue shortly after, and then to his brother Edward. The latter, in 1538, was attainted of rebellion and beheaded, and his estates were forfeited to the Crown. In 1542 and 1554 private Acts of Parliament were passed restoring the estates to Edward Neville's son, but as inalienable estates tail. The late Marquess of Abergavenny, who died in 1915, was the direct descendant of Edward Neville, and the trustees of his marriage settlement, and also the executors of his will, contended that the estates passing to the present marquess under the inalienable estate tail should not be aggregated with the other estates and property of the deceased marquess for the purpose of finding the rate at which estate duty was payable. They contended: (1) That the inalienable estates passed by the will of George Neville or "under a disposition made by a person dying before the commencement of Part I of the Finance Act, 1894," within the meaning of s. 12 (2) of the Finance Act, 1900; (2) That, by the provisions of s. 5 (5) of the Finance Act, 1894, the property passing in the inalienable estates was merely the interest of the successor in them; it was not a property in which the deceased had an interest at his death, and therefore the estates were not to be aggregated with the other property. Section 5 (5) is as follows: "Where any lands or chattels are so settled, whether by Act of Parliament or royal grant, that no one of the persons successively in possession thereof is capable of alienating the same, whether his interest is in law a tenancy for life or a tenancy in tail, the provisions of this Act with respect to settled property shall not apply, and the property passing on the death of any person in possession of the lands and chattels shall be the interest of his successor in the lands and chattels and such interest shall be valued, for the purposes of estate duty, in like manner as for the purposes of succession duty." Sankey, J., held that the inalienable estates must be included for aggregation purposes, and the executors and trustees appealed.

Held, that the inalienable estates passed under the Acts of Parliament in 1542 and 1554 and not under the will of George Neville, and Held (Warrington, L.J. dissenting), that s. 5 (5) of the Act of 1894 must be construed as meaning that the property in the inalienable estates passing at the death is deemed to be the interest of the successor, but that for purposes of valuation for ascertaining estate duty the actual land and chattels held under the grant must be considered as passing, and their value must be added to the estate of the deceased in order to find the rate of the duty.

Appeal from a decision of Sankey, J.

The facts of this case appear in the head note. The court dismissed the appeal.

Lord STERNDALE, M.R., reviewed the private Acts by which the estates in question were restored to the Neville family, and found that upon their true construction the inalienable estates were held by virtue of those Acts, and not under the will of George Neville. Upon the second point, his lordship read s. 5 (5) of the Act of 1894, set out above, and said that the point made by the appellants was that as the property in the lands and chattels which passed on the death of the late Marquess was the interest of his successor in them, it was necessarily a property in which the deceased never had an interest. The language of the section was ambiguous, and could not be taken without qualification. The appellants said that the sub-section made such inalienable estates unsettled property for the purposes of the Act, and therefore chargeable as such; yet that did not seem right, as they were spoken of as "settled" by Act of Parliament or royal grant. The appellants said that s. 5 (5) brought into existence a kind of property passing at the death additional to those mentioned by Lord Macnaghten in *Cowley* v. *Commissioners of Inland Revenue*, 47 W.R. 525; 1899, A.C., at p. 210, and they said that as it came into existence only after the predecessor's death it could not be one in which he had an interest, and could not therefore be aggregated. The Crown's contention was that the section could not be read literally; an interest which did not come into existence till after the death could not pass on the death; therefore the proper qualification of the section was that the property passing should, for valuation purposes, for the purpose of ascertaining the principal value, be deemed to be the interest of the successor. In his (Lord Sterndale's) view, the section must be read as meaning that the property passing shall be deemed or considered to be the interest of the successor, and valued as provided in the Act. It was clear that there was a property other than the interests of the successor which passed, namely the lands and chattels themselves. They did in fact change hands, and the section clearly contemplated a succession of persons in possession of them. That seemed to be the plain result of the section, and it was recognised by the Legislature in s. 44 of the Finance Act, 1922. The result in his (Lord Sterndale's) view was that the interest of the successor was not to be deemed the property passing on the death for all purposes of the Act, or the only property passing. For some purposes, and for some important purposes, the lands and chattels themselves passed, and were recognised by the Act as passing. The appeals must therefore be dismissed.

Lord Justice WARRINGTON dissented on the second point, upholding the contention of the appellants, but Lord Justice YOUNGER delivered judgment agreeing with the Master of the Rolls.—COUNSEL: *Tomlin*, K.C., and *Micklethwait*, for the trustees of the settlement; *Ashworth James* and *Micklethwait*, for the executors. *Sir Ernest Pollock*, K.C., and *Sheldon*, for the Crown. SOLICITORS: *Williams and James; Solicitor of Inland Revenue.*

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

SWISS BANK CORPORATION *v.* BÖHMISCHE INDUSTRIAL BANK; LONDON MERCHANT BANK LIMITED, GARNISHEES.
No. 2. 11th January, 1923.

PRIVATE INTERNATIONAL LAW—PRACTICE—GARNISHEE—CLAIM AGAINST FOREIGNER—SUBMISSION BY FOREIGN DEFENDANT TO JURISDICTION—JUDGMENT BY COMPETENT COURT IN THIS COUNTRY—GARNISHEE PROCEEDINGS BY JUDGMENT CREDITORS AGAINST ENGLISH DEBTOR—WHERE DEBT IS RECOVERABLE—DISCHARGE OF DEBT—RULES OF THE SUPREME COURT, ORDER XLV.

The appellants brought an action in this country against a foreign defendant for the balance of an account. The foreign defendant submitted to the jurisdiction and the appellants recovered judgment for part of the amount claimed. To satisfy that judgment, the appellants obtained a garnishee order nisi *against English debtors of the foreign defendant. The garnishees admitted that the debt was due to the foreign judgment debtor, but objected to paying it to the judgment creditors on the ground that they would still be liable to an action to recover the same debt brought in a competent court in a foreign country.*

Held, that the garnishee order should be made absolute, because the debt, sought to be attached, being situate in this country, was properly recoverable, and extinguished by the proceedings in this country, and by private international law such proceedings in this country would be an effectual answer to the claim in any foreign court.

Decision of the Divisional Court reversed.

Ellis *v.* M'Henry, L.R. 6 C.P. 228, *applied.*

Martin *v.* Nadel: Dresdner Bank, Garnishees, 1906, 2 K.B., 26 *explained and distinguished.*

Appeal from the Divisional Court. The plaintiffs, the Swiss Bank Corporation, brought an action in this country against the Böhmische Industrial Bank, carrying on business chiefly in Prague, in Czecho-Slovakia, claiming to recover about £54,000, the balance of an account. The Böhmische Bank entered a conditional appearance. Leave had been obtained to serve them out of the jurisdiction and an attempt by them to set aside the writ was unsuccessful. They appeared by their solicitor, on proceedings under Ord. XIV, and obtained leave to defend in respect of more than half the claim, but judgment was given against them for the principal of the loan, amounting to a sum of £20,000 odd. The Swiss Bank Corporation then tried to get something to satisfy their judgment, and they found that the London Merchant Bank Limited, a London bank, owed about £9,000 to the Böhmische Bank. Thereupon the Swiss Bank Corporation obtained a garnishee order *nisi* against the London Merchant Bank Limited. The garnishees admitted that the debt was due from them to the foreign bank, but they objected to paying it on the ground that they would still be liable to an action to recover that debt brought in a competent court abroad. The Divisional Court refused to make the garnishee order absolute on the ground that they considered that the facts of the case were covered by the decision of the Court of Appeal in *Martin* v. *Nadel*; *Dresdner Bank, Garnishees*, 1906, 2 K.B. 26. The plaintiffs, the judgment creditors, appealed.

BANKES, L.J., in giving judgment, said: The question has been raised whether there is any real risk, assuming that the garnishee order is made absolute and the garnishees pay the amount to the judgment creditors, of their being called on to pay that amount again in proceedings taken against them in any foreign country. That depends on the question where the debt sought to be attached is situate. Where a debtor is sued in a foreign country for a debt which has been garnisheed in this country, and paid as the result of the garnishee order, the question whether the debtor is liable to pay the amount a second time depends on the question in which of the two countries the debt is properly recoverable. If the debt is situate in this country, it is discharged by the payment, and the garnishee can be under no fear of being required to pay a second time; but if, on the other hand, the debt is situate in the foreign country then there is no discharge and he may be called on to pay it a second time. By Rule 7 of Order XLV of the Rules of the Supreme Court it is provided that: "payment made by or execution levied upon the garnishee under any such proceeding as aforesaid shall be a valid discharge to him as against the debtor, liable under a judgment or order, to the amount paid or levied, although such proceeding may be set aside, or the judgment or order reversed." That is the law so far as this country is concerned where a garnishee pays under a garnishee order, and the court which makes the order or gives the judgment is a court of competent jurisdiction. It was clearly laid down by Bovill, C.J., in *Ellis* v. *M'Henry*, L.R. 6 C.P. 228, at p. 234, that a debt or liability arising in any country may be discharged by the laws of that country, and that such a discharge if it extinguishes the debt, or liability, and does not merely interfere with the remedies or course of procedure to enforce it, will be an effectual answer to the claim, not only in the courts of that country, but in every other country. This is the law of England, and is a principle of private international law adopted in other countries. In

this case there is no doubt that the debt as between the judgment creditors and the judgment debtors was a liability arising in this country and which may be discharged by the laws of this country. The Divisional Court, however, considered themselves bound by the decision in *Martin* v. *Nadel*; *Dresdner Bank, Garnishees*, 1906, 2 K.B. 26, but the distinction between the facts of that case, and those of the present case must be borne in mind. In that case the debt was clearly situate in Berlin, and the distinction between that case and the present case is that in this case there is a debt situate in England which can be properly discharged under the laws of England, while in *Martin* v. *Nadel, supra*, there was a debt situate in Berlin which could only be properly discharged by proceedings in Berlin. It may be that, as reported, some of the statements of Vaughan Williams, L.J., appear to go further than that, but I am satisfied that the judgment of the court in that case proceeded only on the assumption that the debt in that case was situate in Germany, and that in those circumstances the garnishee proceedings in England were mere procedure which would not be binding on the German Courts under international law. That is not the case here, because the debt, being situate in this country, and properly recoverable in this country, was extinguished by proceedings in this country and the garnishee proceedings ceased to be mere procedure in respect of a debt capable of being extinguished in this country. In these circumstances, I think that the garnishee order should be made absolute. The appeal must, therefore, be allowed.

SCRUTTON, L.J.: Substantially the ground of the decision of the Divisional Court is that garnishee orders absolute will not be made where their effect will not be to discharge the debtor from the debt, because the court will not compel the debtor to pay to one person when he can be compelled to pay the same sum to another. The question, therefore is, whether there is any evidence on which it could be found that if the London Merchant Bank pay this sum to the Swiss Banking Corporation they run any serious risk of being compelled to pay it to the Böhmische Bank by action in Czecho-Slovakia. The paragraph in the original affidavit dealing with this point was not sufficient to establish any such risk of duplicate payment. The debt is a sum held by a banker for his customer, not payable until it is demanded in this country, and the banker is resident in this country. That appears to me to be a debt arising in this country, situate in this country. I can understand that the courts will be very slow to say that such a debt is discharged where the debtor is a person not subject to the laws of this country, or who may be held in other countries not to be subject to the laws of this country. For instance, many foreign countries do not recognise the English system of service out of the jurisdiction, and if a writ is served on one of their subjects in their country they take no notice of it and decline to recognise any proceeding based on the service of such writ. But I am not aware that any foreign country goes so far as to say, if one of its subjects has appeared to an action in a foreign country, and has taken part in such action, deriving benefits from taking part in it, that the judgment against the person who has so appeared and submitted himself to the jurisdiction in that country, is not thoroughly good and enforceable everywhere and one to which other courts will pay full attention. That is the position in this case. This case comes clearly within the principle laid down by Bovill, C.J., in *Ellis* v. *M'Henry, supra*, referred to by Bankes, L.J. Here is a debt arising in this country and this particular subject of Czecho-Slovakia appeared to a proceeding in this country and obtained certain benefits by so appearing, and got a judgment against him for part only of the sum claimed. It is not open to him to say that he is not bound by the proceedings to which he has appeared. Further, there is legislation in this country, first, the Common Law Procedure Act, 1854, and second the provisions of Order XLV, Rule 7, which discharge the debt as to which a garnishee order absolute has been made. The facts of this case are entirely different from those in *Martin* v. *Nadel, supra*, which was followed by the Divisional Court. In that case there was no English debt, and in this case there is an English debt. In *Martin* v. *Nadel, supra*, it was treated as admitted that an action against the bank in Germany must succeed though their branch had paid under the English garnishee order absolute, whereas in this case there was no such evidence. The evidence in this case is quite insufficient to show that, on the facts stated in this case of a balance of an English debt, there is any serious risk of a second action being brought successfully in any foreign country. Therefore the decision of the Divisional Court must be reversed and the garnishee order must be made absolute.

ATKIN, L.J: The courts have power to order execution to issue against such property, and according to our law, and according to the principles of private international law which are recognised by our courts, such an execution, where it has issued, has the effect of discharging the garnishees of the debt which is seized in execution, and to my mind, therefore, the courts would be right in the exercise of their statutory jurisdiction and in the exercise of the discretion which is given them by the statute to allow an execution to issue, and I have no doubt myself that the effect of such execution is to discharge the garnishees, who are the debtors, of their debt to the judgment debtors. The case of *Martin* v. *Nadel, supra*, is quite plainly distinguishable from the present case, and the observation attributed to Vaughan Williams, L.J., in that case, as reported, is far too wide. It appears to me that the jurisdiction is one that would be recognised by any foreign court which applied the ordinary rules of international law, and therefore the order should be made absolute. I have the more satisfaction in arriving at that conclusion, because we have an English bank putting forward a contention, the true effect of which would be that a foreigner could come to this country and incur debts to any extent, without being liable to have the debts due to him, in this country, made available in execution, if judgment was recovered against him. That appears to me to be a far-reaching proposition and one which the English bank would probably be the first to desire to have reversed.

Appeal allowed.—COUNSEL: *Sir John Simon*, K.C., and *Rayner Goddard*; *Blanco White*; *P. B. Morle*. SOLICITORS: *Slaughter & May*; *Coward and Hawksley, Sons & Chance*; *Wilde, Moore, Wigston & Sapte*.

[Reported by T. W. MORGAN, Barrister-at-Law.]

High Court—Chancery Division.

KOENIGSBLATT v. **SWEET AND ANOTHER.** Russell, J. 21st and 22nd February.

VENDOR AND PURCHASER—INTEREST IN LAND—SPECIFIC PERFORMANCE—SUFFICIENT MEMORANDUM—UNAUTHORISED ALTERATION—SUBSEQUENT RATIFICATION—STATUTE OF FRAUDS, 29 Car. 2, c.3, s. 4.

Where the defendant signed an agreement with certain blanks and handed it to his agent with authority to fill the blanks, and the agent filled the blanks and without authority made alterations which the defendant subsequently ratified.

Held, that the document was a sufficient memorandum in writing signed by the party to be charged to satisfy s. 4 of the Statute of Frauds.

This was an action for specific performance. The facts were as follows:—In July, 1921, a draft contract had been engrossed under which the defendants Maurice Sweet and his wife sold two houses to the plaintiff and his wife. Part of the purchase money was to remain on mortgage and the contract provided for the execution of a mortgage with covenants for payment by the plaintiff and his wife. Negotiations were broken off. Later the defendant, Maurice Sweet, who had authority to act for his wife, instructed his solicitor to re-open negotiations. A clause in the engrossment was altered, signed by Maurice Sweet and left with his solicitor. The engrossment, which was dated 7th July, 1921, contained the names of the plaintiff and his wife as purchasers and there was a blank left for the date of completion. On the 14th of July a Mr. Roe, managing clerk to the defendant's solicitors, attended at Messrs. Edell & Co., the plaintiff's solicitors to exchange duplicate parts of the contract. The part produced by Messrs. Edell & Co., and signed by the plaintiff, only contained his name as purchaser. Thereupon Mr. Roe, without authority, struck out the name of the plaintiff's wife in the document signed by the defendant, and made the necessary consequential alterations. The document so altered with the defendant's signature at the foot, was exchanged for a similar document signed by the plaintiff. On the 19th of July, the alterations were pointed out to the defendant, who approved them, and on 21st July he instructed Mr. Roe to proceed with the contract forthwith. The title was accepted and a draft assignment prepared by Messrs. Edell and Co., and approved by Mr. Roe, but the defendants declined to proceed further with the matter. The plaintiff contended, first, that Mr. Roe had authority to make the alterations, and that if he had no such authority his act was adopted and ratified. The defendants contended that there was no memorandum to satisfy the Statute of Frauds, and that the ratification was a new contract, and that there was no signature by the party to be charged, the signature being only to the old contract.

RUSSELL, J., after stating the facts, said: The true position is that on 7th July, 1921, the defendant signed a document with certain blanks and left it with his agent to be handed over as one part of an operative contract in writing in exchange for a similar document signed by two persons who were to be the other parties to the written contract, the agent having authority only to fill in the blanks. On the 14th July Roe not only filled in the blanks, but also struck out the name of one of the two purchasers. Roe had no authority to accept on behalf of the defendants the offer made by the plaintiff to buy on the same terms as those on which the defendant was willing to sell to the plaintiff and his wife. Roe had no authority to exchange written agreements for such purchase and sale and to use for that purpose the document signed by the defendant, but with the alterations made on it since signature. Roe's action was afterwards ratified by the defendant, and the ratification related back to the time when the acts were done. The position, therefore, was the same as if on 14th July, 1921, Roe had in his possession a document containing all the alterations signed by the defendant after all the alterations had been made, with authority to hand it over as part of an operative agreement for a similar document signed by the plaintiff, and had exchanged the two documents accordingly. The Statute of Frauds, therefore, raises no difficulty, as the plaintiff is suing on an agreement in writing signed by the parties. The plaintiff is entitled to an order for specific performance on the footing of the title having been accepted. The form in Seton on Judgments and Orders, 6th edition, at p. 2179, with the necessary variations, may be followed. COUNSEL: *Preston*, K.C., and *MacSwinney*; *J. B. Hurst*, K.C., and *J. F. Carr*. SOLICITORS: *Edell & Co.*; *Sterns*.

[Reported by L. M. MAY, Barrister-at-Law.]

The Times correspondent, at Ottawa, in a message of 26th March, says:—The Minister of Justice has introduced a Bill prohibiting newspapers from publishing racing "tips," selections, odds, and the amounts paid on horses. The Bill is designed to prevent gambling and was requested by the Attorney-General of Ontario.

High Court—King's Bench Division.

COMMISSIONERS OF CHURCH TEMPORALITIES IN WALES *v.* GUSTARD AND ANOTHER. 22nd and 23rd January and 19th February.

RATING—SEWERS—TITHE RENT-CHARGE—IN HANDS OF LAY CORPORATION—RATEABILITY—WELSH CHURCH ACT, 1914, 4 & 5 Geo. 5, c. 91, ss. 8, 15—WELSH CHURCH (TEMPORALITIES) ACT, 1919, 9 & 10 Geo. 5, c. 65, s. 4.

The Commissioners of Church Temporalities in Wales, being a lay corporation, are liable to pay to the Commissioners of Sewers sewer rates in respect of tithes or tithe rent-charges in their hands which have not so far been transferred by them to the representative body under the Welsh Church Act, 1914, *ss.* 8 *and* 15, *and the Welsh Church (Temporalities) Act*, 1919, *s.* 4.

Special case. An action was commenced by the Commissioners of Church Temporalities in Wales for damages against the defendants for making an improper distraint, and a special case was stated by consent for the decision of the court. The question for the opinion of the court was whether in law the plaintiffs were liable to pay to His Majesty's Commissioners of Sewers for the Levels of the Hundreds of Caldicot and Wentlooge, in the County of Monmouth, sewers rates assessed by the Commissioners of Sewers in respect of tithes or tithe rent-charges issuing out of lands in the Parish of Whitson in that county and vested in the plaintiffs, the said tithes or tithe rent-charges having not yet been transferred by the plaintiffs in accordance with the provisions of s. 8 of the Welsh Church Act, 1914, as amended by s. 4 of the Welsh Church (Temporalities) Act, 1919. The plaintiffs were assessed as liable to pay £14 as a level rate under the authority of the Land Drainage Act, 1861, and other statutes in respect of tithes or tithe rent-charges issuing out of certain lands, tenements and premises situate in the Parish of Whitson above referred to, which was in the level of Caldicot. Upon their refusal to pay the amount in question a distress was levied upon their premises by one of the defendants, acting as the bailiff and officer of the Commissioners of Sewers. For the purposes of the case it was admitted that the assessment had been properly made, that the necessary steps to enforce the rate by distress had been duly and properly taken, and that the amount recoverable was £14 and 14s. costs. The sole question in issue was whether the assessment could be properly made on the plaintiffs.

GREER, J., in delivering a considered judgment, said that the question depended on the general Act of Parliament relating to Commissioners of Sewers, 23 Henry VIII, c. 5, the effect of which, combined with several previous statutes, was to appoint and empower commissioners to maintain and repair sewers and watercourses and to meet the expenses by charging persons deriving benefit from their operations. In his lordship's view, although parsons might be liable to be rated in respect of other benefits which they received from the work of the Commissioners of Sewers, they were not liable to be rated in respect of any benefit their tithes or tithe rent-charge might receive from the work of those Commissioners (see Callis on Sewers, 4th edition, p. 156; Woolrych on Sewers, 3rd edition, 1911). His lordship also agreed in the opinion expressed by Callis that tithes in the hands of laymen were liable to be rated. If, as he thought, the exemption from rateability arose by reason of the fact that tithes in the hands of the clergy were regarded as devoted to the uses of religion, and were not personal benefits to the ecclesiastical person in whom they were vested, it seemed to follow that, once they got into lay hands and ceased to be devoted to religious purposes, they became liable to be treated like any other property in the hands of that lay person and liable to be treated as part of his property for the purpose of rating under any statute which imposed rates upon such lay person in respect of his property. His lordship did not think that the Commissioners of Church Temporalities in Wales were entitled to the same privileges as the clergy in respect of the tithes vested in them by the Act of 1914; they did not hold the tithe rent-charge in trust for the existing incumbent, who was merely entitled to an annual sum by way of compensation for the loss of his tithe rent-charge. The case of *Commissioners of Church Temporalities in Ireland* v. *Grant*, 10 App. Cas. 14, was authority for the proposition that the Commissioners of Church Temporalities in Wales were a lay corporation. The tithe rent-charge in their hands was no longer property devoted to sacred uses and was liable to all rates to which any other hereditament was liable. The Commissioners of Church Temporalities in Wales were rightly assessed in respect of the tithes or tithe rent-charges in question, and there must be judgment for the defendants.—COUNSEL: *W. A. Greene*, K.C., and *C. S. Rewcastle*; *J. B. Matthews*, K.C., and *S. H. Leonard*. SOLICITORS: *Deacon & Co.*; *Taylor, Rowley & Lewis* for *W. S. Gustard*, Newport, Mon.

[Reported by J. L. DENISON, Barrister-at-Law.]

The manorial rights in Bookham Common have been acquired by the National Trust for Places of Historic Interest or Natural Beauty. The price paid was £1,450. Bookham Common, which is a favourite centre to the north of Box Hill, covers some 300 acres, and is one of the few commons within easy reach of London containing a fair amount of timber. When the manorial rights changed hands last year some of the timber was sold and cut down. This led to the intervention of the National Trust, which arranged to buy back a certain number of the trees marked for felling. More of the trees may be saved if the necessary funds can be raised, the amount required being between £500 and £600.

In Parliament.

House of Lords.

Bills Presented.

20th March. Bill to amend the Law relating to the guardianship, maintenance, custody and marriage of infants: Lord Askwith.

22nd March. Bill to make further provision with respect to the Universities of Oxford and Cambridge and the colleges therein: Marquis of Bath.

26th March. Bill to amend the Law with respect to the carriage of goods by sea: The Lord Chancellor.

Bills in Progress.

14th March. Criminal Justice Bill—As amended, considered on Report. Explosives Bill.—Reported without amendment.

15th March. Parliamentary Elections (Alternative Vote) Bill.—Motion for Second Reading by leave withdrawn. Agricultural Holdings (Scotland) Bill and Agricultural Holdings Bill.—Reported without amendment. Criminal Justice Bill and Explosives Bill.—Read a Third time.

21st. March. Unemployment Insurance Bill.—Read a Second time and committed to a Committee of the Whole House. Agricultural Holdings (Scotland) Bill.—Read a Third time.

22nd March. Agricultural Holdings Bill.—Read a Third time.

26th March. Mines (Working Facilities and Support) Bill.—Considered in Committee. Guardianship of Infants Bill.—Read a Second time. Unemployment Insurance Bill.—Reported without amendment.

House of Commons.

Questions.

PROBATION OF OFFENDERS ACT.

Mr. F. GRAY (Oxford) asked the Home Secretary whether he is aware that some of the beneficial work contemplated by the Probation of Offenders Act, 1907, fails by reason of the fact that there is no fund available for the work; and whether he will consider the possibility of providing for the application of any existing fund to the purpose of this Act, not already provided for?

Mr. BRIDGEMAN: The Probation of Offenders Act already provides that the remuneration and out-of-pocket expenses of probation officers may be paid from the fund out of which the salary of the clerk to the justices is paid. If the hon. Member has the question of a Government grant in mind, I am afraid this cannot be considered in the present financial situation.

(21st March.)

DISARMAMENT (GERMANY).

Captain WEDGWOOD BENN (Leith) asked the Prime Minister whether the British Member of the Inter-Allied Commission of Military Control is satisfied that in respect of disarmament Germany is fulfilling the terms of the Treaty?

THE UNDER-SECRETARY OF STATE FOR WAR (Lieut.-Colonel Guinness): I have been asked to reply. The British representative is satisfied that the reductions in the German Army contemplated by the Treaty, both in respect of men and material, have been so carried out as to constitute effective disarmament.

PUBLIC TRUSTEE OFFICE (THEFT).

Mr. WILLIAM GRAHAM (Edinburgh, Central) asked the Chancellor of the Exchequer whether his attention has been called to the Report of the Comptroller and Auditor-General on the Civil Services Appropriation

Accounts, 1921-22, just issued, in which he states that some time ago over £5,000 was stolen from a strong room at the office of the Public Trustee; whether all or any portion of this sum has been recovered; and what steps have been taken by the Treasury to exercise greater control over Departmental strong rooms on the lines suggested by the Comptroller and Auditor-General?

Major BOYD-CARPENTER: No recovery has been made of any portion of the sum stolen. As regards the last part of the question, general instructions are on the point of issue by the Treasury as to the means to be adopted to secure the proper control of strong rooms and safes, including custody of keys, regulation of watchmen, etc.

DATE OF BUDGET.

Mr. HURD (Frome) asked the Chancellor of the Exchequer if he has received representations of the widespread desire of traders to know the date of his presentation of the Budget; and whether he can now name the date?

Mr. BALDWIN: I propose to introduce the Budget on Monday, 16th April. (22nd March.)

BAD CULTIVATION.

Mr. NOEL BUXTON (Norfolk, Northern), asked the Minister of Agriculture the number of cases in which county agricultural committees have used their powers of dealing with farmers who are neglecting the use of their land or are injuring neighbouring farms by permitting weeds in excess?

Sir R. SANDERS: I am afraid it is not possible to give the information asked for by the hon. Member. The powers delegated to the agricultural committees are exercised without reference to the Ministry, except where it is necessary to spend public money in destroying the weeds. Such cases have been very few, since the service of a notice usually has the desired effect. Apart from ordering the destruction of certain injurious weeds, committees have no control over farmers who neglect their land.

LONDON GOVERNMENT (ROYAL COMMISSION'S REPORT).

Mr. PENNY (Kingston), asked the Prime Minister whether it is the intention of His Majesty's Government to introduce legislation this year to carry out any of the recommendations contained in the Report of the Royal Commission on London Government?

The PRIME MINISTER: The answer is in the negative.

LICENSED PREMISES (WIRELESS RECEIVING SETS).

Lieut.-Colonel SPENDER-CLAY (Tonbridge) asked the Home Secretary whether his attention has been called to the fact that divergent views have been expressed by licensing justices as to the necessity for obtaining a music licence when a wireless receiving set is installed on licensed premises; and what action he proposes to take to secure uniformity?

Mr. BRIDGEMAN: There are no steps which I can take in this matter. The decisions depend on mixed questions of law and fact, as to which I have no jurisdiction. If any applicant for a licence thinks that he has been wrongly refused and desires the decision overruled, he must have recourse to the Courts of Law, which alone can determine the point authoritatively.

NEW CAPITAL APPLICATIONS.

Mr. D. GRENFELL (Gower) asked the President of the Board of Trade the amount of new capital issues in the United Kingdom for the quinquennial periods, 1908-13 and 1917-22?

Lieut.-Colonel BUCKLEY: According to the statistics published year by year in the *Economist*, the aggregate amount of new capital applications in the United Kingdom during the five years 1909-1913 was £1,048,942,300, and during the five years 1918-1922, £3,759,644,200. There are no official returns of capital issues.

PRIVATE LEGISLATION (PROCEDURE).

Lieut.-Colonel A. MURRAY (Aberdeen) asked the Prime Minister whether, in view of the growing congestion of public business in this House, he will consider the advisability of introducing for England the procedure of the Private Legislation Procedure (Scotland) Act, 1899 which provides that private legislation shall be referred to a Commission of Members of the two Houses of Parliament and obviates a Second Reading stage in this House?

The PRIME MINISTER: I do not think that the hon. and gallant Member's proposal would facilitate business. (26th March.)

Resolution.

WORKMEN'S COMPENSATION.

Resolved, on the motion of Mr. Sexton (St. Helen's)—"That, in view of the confusion due to the existence of several Acts of Parliament dealing with compensation for injury to workmen, this House is of opinion that any Bill dealing with workmen's compensation introduced by the Government should contain provisions for codifying the Law."

Bills Presented.

War Pensions Acts (Amendment) Bill—"to amend the War Pensions Acts, 1915 to 1921," presented accordingly, and read the First time: Mr. Frederick Roberts, on leave given. [Bill 65.] (21st March.)

Leasehold (Enfranchisement) Bill withdrawn. Leave given to present another Bill instead thereof.

Leasehold Enfranchisement (No. 2) Bill—"to enable leaseholders of houses whose original leases were granted for a period or term of not less than thirty years to purchase the freehold estate and such other outstanding interests affecting the property on such equitable terms as, failing agreement, may be determined by the Minister of Health for the time being: Major Malone. [Bill 66.] (22nd March.)

Children, Young Persons, etc., Bill—"to consolidate, extend and amend the Children Acts, 1908 to 1921, and other enactments relating to persons under the age of sixteen years, and certain enactments relating to offences against the person, and to make further provision with respect thereto and to certain minors, and to amend the Law of Marriage with respect to persons under the age of sixteen years, and to extend and amend the Law of Homicide, and for purposes connected with the matters aforesaid": Mr. Ammon. [Bill 71.] (26th March.)

Bills in Progress.

23rd March: Railway Fires Act (1905) Amendment Bill, Agricultural Holdings Acts (Amendment) Bill, and Performing Animals Bill.—Read a Second time, the first two without a division, the last by 169 to 35, and committed to Standing Committees.

26th March: Local Authorities (Emergency Provisions) Bill.—Read a Second time by 303 to 53; Fees (Increase) Bill.—Read a Third time by 192 to 136; and the Industrial Assurance Bill read a Second time without a division.

New Orders.

Home Office.

DANGEROUS DRUGS.

THE DANGEROUS DRUGS REGULATIONS, 1923.

In pursuance of Section 7 of the Dangerous Drugs Act, 1920 [10 & 11 Geo. 5, c. 46], I hereby make the following Regulations amending the Dangerous Drugs Regulations, 1921 [S.R. & O., 1921, No. 865], hereinafter referred to as the Principal Regulations.

1. Regulation 3 of the Principal Regulations shall be amended and shall take effect as if at the end of paragraph (*a*), after the words "the drug," were inserted the words "or (but so far only as regards procuring the drug) unless he is licensed to procure the drug."

2. Regulation 5 of the Principal Regulations shall be amended and shall take effect as if the words "his usual signature" were substituted for the words "his full name."

3. Regulation 6 of the Principal Regulations shall be amended and shall take effect as if at the end of paragraph (*a*) were inserted the following words:—

"If an official form is not prescribed, a prescription for any of the drugs shall only be dispensed if the person dispensing the prescription is acquainted with the signature of the medical practitioner, registered dentist, or registered veterinary surgeon, by whom the prescription purports to be given, and has no reason to suppose that the prescription is not genuine; or if he has taken reasonably sufficient steps to satisfy himself that the prescription is genuine."

4. The following Regulation shall be inserted at the end of the Principal Regulations:—

20. Copies of the Regulations printed under the authority of His Majesty's Stationery Office may be printed with any additions, omissions, or substitutions directed to be made by any future Regulations, and with the signature and date omitted, and the Regulations so printed may be referred to as the Dangerous Drugs Regulations.

5. These Regulations may be referred to as the Dangerous Drugs Regulations, 1923.

W. C. Bridgeman,
One of His Majesty's Principal Secretaries of State.

Home Office,
Whitehall,
10th March, 1923.

THE RAW OPIUM REGULATIONS, 1923.

In pursuance of Section 3 of the Dangerous Drugs Act, 1920 [10 & 11 Geo. 5, c. 46], I hereby make the following Regulations amending the Raw Opium Regulations, 1921 [S.R. & O., 1921, No. 864], hereinafter referred to as the Principal Regulations.

1. Regulation 1 of the Principal Regulations shall be amended and shall take effect as if at the end of paragraph (*a*), after the words "raw opium," were inserted the words "or (but so far only as regards procuring raw opium) unless he is licensed by the Secretary of State to procure raw opium."

2. The following Regulation shall be inserted at the end of the Principal Regulations:—

11. Copies of the Regulations printed under the authority of His Majesty's Stationery Office may be printed with any additions, omissions, or substitutions directed to be made by any future Regulations, and with the signature and date omitted, and the Regulations so printed may be referred to as the Raw Opium Regulations.

3. These Regulations may be referred to as the Raw Opium Regulations, 1923.

W. C. Bridgeman,
One of His Majesty's Principal Secretaries of State.

Home Office,
Whitehall,
10th March, 1923.

Societies.

The Barristers' Benevolent Association.

The Lord Chancellor presided on the afternoon of Friday the 23rd inst. at the annual meeting of the Barristers' Benevolent Association, held in the Middle Temple Hall.

Proposing the adoption of the annual report, Lord Cave said that the association completed this year its fiftieth year. They still had some of the original members, who figured in the original report as "R. B. Finlay," "Walter G. F. Phillimore," "Frederick Mead," and "J. C. Bigham." They had recently lost an original member, Mr. Graham Hastings, whose widow had made a gift to their funds in his name. The association had grown during the fifty years, but the demands on it had grown in even greater proportion. The income had not kept pace with the needs.

Lord Justice Scrutton, Mr. Justice Horridge, and others, drew attention to the comparative paucity of contributions, it being urged that in these days of counsels' huge fees more support should be given to so deserving an institution.

United Law Society.

A meeting was held in the Middle Temple Common Room on Monday, the 26th March, 1923, Mr. G. B. Burke in the chair.

Mr. S. G. Champion moved:—"That the case of *The King (Childers)* v. *Officer Commanding Portobello Barracks and Another*, 1923, Irish Rep., 1 Ch. D. 5, was wrongly decided." Mr. W. T. Williams opposed. Messrs. P. S. Pitt, J. S. Neave, and H. S. Wood-Smith also spoke. The motion was put to the meeting and carried by the casting vote of the chairman.

The Annual General Meeting will be held on Monday, 16th April.

The Hardwicke Society.

The Hardwicke Society held a "ladies' night" debate on the evening of Friday, the 23rd inst., in the Middle Temple Hall, on "Publicity." Mr. G. E. Crawford, the president, was in the chair.

Miss Lena Ashwell, proposing the motion "That publicity is the bane of modern life," said that while there was a great deal of good achieved by certain kinds of publicity our modern life was much injured by publicity which was not a benefit to the human race. In regard to the reporting of cases in the Law Courts, the law had to probe deeply, but lately the stories of unhappy affairs were not confined to the cases in the courts, but were spread out all over the world in order to feed the sensational desire of the child-mind. The morbidity which these stories aroused in the nation was a very real injury. It was a great evil to endeavour to increase the money value of a newspaper by bringing it down to the level of the lowest common denominator, the child-mind; that kind of person ought to be helped up the scale of evolution and not to be pushed down.

Sir Charles Higham, in opposing the motion, said that publicity was the art or science of making known what people ought to know. How funds could be obtained for philanthropic societies without publicity he could not imagine. To-day we had information on every subject under the sun because of publicity. If they did not want reports of divorce cases published they should blame not the newspaper but the Legislature, which could say that such cases should be heard *in camera*. Newspapers brought more to them for less money and in quicker time than any other agency, and their homes would not be as comfortable without publicity as they were with it. Without the newspaper no woman would know what bargains she could buy.

Mr. J. E. Singleton, K.C., M.P., Miss Rebecca West, Miss Cicely Hamilton, the Rev. Dr. Geike-Cobb, and Miss G. A. Burlton were also among the speakers.

Sheffield District Incorporated Law Society.

ANNUAL GENERAL MEETING.

The forty-eighth annual general meeting of the Society was held in the Society's Library, Hoole's Chambers, Bank Street, Sheffield, on Friday, the 23rd February, at 3.30 p.m.

Mr. Claude Barker, President, was in the chair.

The following members were also present: The Vice-President (Mr. Leonard J. Clegg) and Messrs. F. Allen (Doncaster), J. C. Auty, J. Barber, F. Bowman, E. Bramley, D. S. Branson, A. Brittain, S. H. Clay, J. H. Davidson, F. B. Dingle, W. E. Dyson, W. Hiller, A. Howe, P. Howe, L. J. Kirkham, E. Lucas, F. Ludlam, R. Meeke, W. Mercer, D. P. Mosby, A. Neal, C. Padley, H. Powis, S. B. Roberts, J. P. Russell, H. E. Sandford, F. W. Scorah, G. E. Smith, W. M. Smith, T. H. Warskett, M. J. Whitehead, J. E. Wing, B. T. Winterbottom, and C. S. Coombe (Hon. Secretary).

The notice convening the meeting, and the Committee's Report as printed and circulated, were taken as read.

On the motion of the President, seconded by Mr. F. W. Scorah, the Forty-eighth Annual Report presented by the Committee was received, confirmed and adopted, and the Accounts of the Hon. Treasurer for the past year, as audited by the Society's professional auditors, were approved and passed.

A resolution was passed expressing the cordial thanks of the Society to Mr. Claude Barker, the President, and appreciation of the ability with which he had filled the office and the consideration he had given to his duties during the past year.

Resolutions were also passed expressing the best thanks of the Society to the Vice-President, Hon. Treasurer and the Hon. Secretary for their services during the past year.

The following gentlemen were elected as officers for the ensuing year:—

President, Mr. Arthur Neal; Vice-President, Mr. Leonard J. Clegg; Hon. Treasurer, Mr. P. K. Wake; Hon. Secretary, Mr. C. S. Coombe.

Committee: Messrs. A. P. Aizlewood (Rotherham), J. C. Auty, C. Barker, J. Barber, F. Bowman, E. Bramley, J. G. Chambers, J. H. Davidson, F. B. Dingle, W. E. Dyson, T. A. Gainsford, R. Hargreaves, A. Howe, W. A. Lambert, E. Lucas, J. H. Pawson (Doncaster), J. D. Pryce, J. P. Russell, F. W. Scorah, G. E. Smith and R. A. Wilkinson (Barnsley).

The following are extracts from the Report of the Committee for 1922:—

The Committee present the Forty-eighth Annual Report of the proceedings of the Society.

Members.—The Society has reached a new high water mark of membership, the number of members being now 194. The previous highest number was 188, which figure was reached in 1915 and again in 1920. The Committee regret to record the deaths of Mr. Percy Cameron Muspratt, of Wath (member

of the Society for seventeen years), Mr. Arnold Slater (member of the Society for twenty-two years), and Mr. John Wakefield Loxley, of Doncaster (member of the Society for twenty-four years).

Law of Property Act, 1922.—The passing of this Act was probably the most important legal event of the past year. As it revolutionizes present practice, it is impossible to foresee completely its effect. The burden of "getting up the Act" looms ahead, and the prospect appears no more inviting by reason of the ominous rumours which are abroad—that the Act has not been sufficiently thought out—that it is to be repealed before it comes into operation—that it will bring a period of chaos—that libraries will have to be scrapped—that lawyers must all go to school again, &c., &c. Fortunately there is good ground for believing that these rumours will prove false, or else grossly exaggerated and misleading, and in all probability the legal profession will shortly be looking back upon the Act as a land-mark in the history of the law of real property. The Committee believing that it would be an assistance to members, arranged, in conjunction with the University, for a course of six practical lectures on the Act to be delivered at the Library by Mr. T. P. Perks, LL.B., the well-known barrister-at-law, of Leeds, to members of the profession and others who might desire to hear a personal exposition by an expert, and the Committee feel amply justified by the response. Up to the time of writing two lectures only have been delivered. The audience numbered about seventy-five and consisted for the most part of members of the Society and their clerks, articled and otherwise. The lectures were listened to with attention and interest, and there is little doubt that those who are able to attend the course will find it a helpful introduction to the Act.

Legal Education.—A very distinct advance has been made during the past year in the direction of securing proper training for the solicitors' profession. The Solicitors Act, 1922, provides, amongst other things, that a person articled to a solicitor after the 31st December, 1922, shall not be admitted to the Final Examination unless he satisfies the Law Society that he has during a period of one year (either continuous or with intervals) complied with the requirements of the Society as to attendance at a course of legal education at a Law School provided or approved by the Society. There are certain exemptions permitted, as, for example, where "geographical" or other reasons make such attendance impracticable. The intention is, however, to establish Law Schools in the principal centres throughout England, and eight existing Law Schools have already been provided or approved, of which the University of Sheffield is one. It is understood that students articled to solicitors practising in any of the towns included in the area of this Society (roughly within a twenty miles' radius of Sheffield) will *primâ facie* not be entitled to claim exemption on "geographical" grounds, and possibly an even wider area will be considered to be served by the Sheffield Law School. The approved schools must provide a curriculum which has the approval of the Law Society, and they will, no doubt, receive grants from the new fund specially provided by the addition of fifteen shillings to the present fee payable to the Law Society by all solicitors upon applications for renewal of their practising certificates. In future, therefore, Schools of Law will take their place with Schools of Medicine as part of the indispensable preparation for entering a great profession. Sheffield has always been in the forefront in advocating and supporting schemes for the improvement of legal education, and the Committee are, therefore, gratified to record that Mr. Edward Bramley has been appointed to succeed Mr. W. B. Gordon, of Bradford, as Chairman of the Yorkshire Board of Legal Studies, the advisory body dealing with all questions affecting legal education throughout Yorkshire.

Charges by Local Authorities for Replying to Usual Enquiries by Purchasers' Solicitors.—The practice of certain local authorities, particularly in the South and West of England, of charging a fee for replies to the usual enquiries made on behalf of the purchaser of property was considered, and, on the motion of this Society, a resolution was passed by the Associated Provincial Law Societies that the constituent Societies of the Association be requested to take the matter up with any authority or authorities in their respective districts in the habit of making such charges with a view to their discontinuance. Whether the fees charged are credited to public funds, or become the perquisite of certain officials, the practice would seem to be equally objectionable. In the one case it is a kind of indirect rating, and in the other case it leads to obvious abuses.

Deduction of Income Tax from Mortgage Interest paid in lieu of Notice to pay off the Mortgage.—The vexed question of whether or not this deduction should be allowed by the mortgagees has again been raised, and investigation by your Committee reveals an apparent conflict of opinion between the Inland Revenue Authorities and the Council of the Law Society.

In the Law Society's *Gazette* of October, 1920, the opinion of the Council is printed as follows: "Law, Practice and Usage, 1909, at p. 216. The Council decided as between the parties that a mortgagor was entitled to deduct income tax from a payment of three months' interest which the mortgagee had agreed to accept in lieu of the usual notice to pay off the mortgage.—*Opinion of Council*, 20th November, 1919 (*Gazette*, October, 1920)."

On their attention being drawn to the above opinion the Secretary of Inland Revenue replied as follows: "Inland Revenue, Somerset House, London, W.C.2, 28th August, 1922. Sir,—With reference to your letter of the 26th ultimo, as to a mortgagor's right to deduct Income Tax from a payment, equivalent to a quarter's interest, agreed to be made in lieu of notice, I am directed by the Board of Inland Revenue to explain that interest being a payment for the use of money, such payments, which are in the nature of fines, cannot in their view be regarded for the purposes of the Income Tax Acts as annual interest from which the payer is entitled to deduct tax. Whilst there is no authority exactly bearing on the point, the following decisions may be referred to as supporting the Board's views: *Marsh* v. *Jones*, 1889, 40 Ch. D. 563; *In re National Bank of Wales Ltd.*, 1889, 2 Ch. 629; *Pretoria-Pietersburg Rail Co., Ltd.* v. *Elwood*, 98 L.T. 741; *Gateshead Corporation* v. *Lumsden*, 1913, 77 J.P. 124; C.A., 1914, 2 K.B. 883; 83 L.J., K.B. 1121; 111 L.T. 26.—E. W. Verity.—The Hon. Secretary, Sheffield District Incorporated Law Society." Your Committee, therefore, decided to refer the matter again to the Council of the Law Society for their reconsideration, and it is understood that they are at present in communication with the Inland Revenue Authorities on the subject.

Obituary.

Mr. Justice Bray.

We regret to record that Mr. Justice Bray died on 22nd March, after a brief illness, at his house in The Boltons, Kensington, aged eighty.

Reginald More Bray, was the elder son and heir of Reginald Bray, J.P., F.S.A., of Shere, near Guildford, by his marriage to Frances, daughter of T. N. Longman, of the publishing house. He owed his name of More to his descent from Sir Thomas More. He was born on 26th September, 1842, and was sent to Harrow, where he became second in the school, Matthew White Ridley (afterwards first Viscount) being first, and F. Jeune (afterwards Lord St. Helier) third. Winning a scholarship at Trinity, Cambridge, he graduated as twelfth Wrangler in 1865. A pupil of Watkin Williams, he was called to the Bar by the Inner Temple in November, 1868, and joined the South-Eastern Circuit, "devilling" for several years for the famous Mr. Murphy, Q.C. Though he acquired a substantial, if not a commanding practice, he did not become a Queen's Counsel until 1897. He had been made Recorder of Guildford and a Bencher of his Inn in 1891. Possessing no particular style or oratorical gifts, he was a cogent reasoner better fitted to impress a judge than to convince a jury.

In June, 1904, Bray was made a Judge of the King's Bench Division. He formed one of the court which was called on to decide the question of the liability of the local education authority to provide and pay for the religious education in "non-provided" elementary schools under the Act of 1904. Mr. Justice Bray delivered a concise but clearly reasoned judgment, concurring with his brethren, Justices Ridley and Darling, to the effect that the obligation was imposed. This decision was reversed by the majority of the Court of Appeal, but restored by the House of Lords. His capabilities as a lawyer led to his being summoned more than once to assist in the Court of Appeal, and his opinions in banking, shipping, and commercial cases generally were valued by the other judges in that tribunal. In 1914 appeals were so numerous that it became necessary to form a third Court of Appeal, and Mr. Justice Bray sat with Lord Cozens-Hardy (Master of the Rolls) and Lord Justice Warrington in the court which, reversing the decision of Mr. Justice Bargrave Deane in the Slingsby case, held that the child was not the legitimate son of Mr. and Mrs. Charles Slingsby.

The late judge married, in July, 1888, Emily Octavia, daughter of Arthur Kett Barclay, F.R.S., of Bury Hill, Dorking, chief of the House of Barclay of Mathers and Urie. Mr. Barclay's grandson, now of Bury Hill, married Sir Reginald Bray's niece, the daughter of his brother, Sir Edward Bray, County Court Judge of Bloomsbury. The late judge leaves four sons and two daughters surviving.

The Brays are one of the oldest county families in England, dating from the time of the Conquest, and they have long been settled at Shere, where the late judge was Lord of the Manor. The son of Bray of Shere, the learned antiquary and historian, married a sister of the famous Rev. Thomas Malthus. From this son the late judge was directly descended.

In the Lord Chief Justice's Court on the 23rd inst., most of the judges in London assembled on the Bench to pay a tribute to the memory of Mr. Justice Bray. The Attorney-General (Sir Douglas Hogg, K.C.) and the Solicitor-General (Sir Thomas Inskip, K.C.) were in court.

The Lord Chief Justice, says *The Times*, addressing the Attorney-General, said that death had taken from them—almost from their very midst, for he was sitting in those courts but a few days ago—their colleague—Mr. Justice Bray, and it was fitting that they, members of the profession which he so long adorned, should pause for a moment to pay him their tribute of affection and esteem. Called to the Bar fifty-five years ago, he had lived a long life among them and he left a record of which to be proud. A strenuous and redoubtable adversary at the Bar, and on the Bench a judge of keen insight, great learning, and robust common sense, Mr. Justice Bray had given to the administration of the law the best that was in him. He was indeed a most erudite lawyer, whose conspicuous talents and energy were devoted as much to the minute details of practice as to the solution of important questions of commercial law. He was the author of most of the schemes for enabling the work of the courts in London to be carried on during the necessary absence of some of the judges on circuit. He persevered to the end with untiring devotion in the discharge of his judicial duties. They, his colleagues, had lost a valued and esteemed friend and coadjutor, and the public had lost a just and fearless administrator of the law. Deeply as they mourned his loss, death came to him, as no doubt he would have chosen it to come, when he was full of years and honour, and yet before the vigour of his intellect had diminished. He laboured with splendid energy and courage to the last, and he left to those who had the happiness of knowing him an imperishable memory and a noble example.

The Attorney-General said that the country mourned the loss of a great judge, and the Bar the loss of a particular friend.

Mr. C. G. Ward.

Mr. Charles George Ward, Judge of the Supreme Court of the Transvaal, died on the 24th inst., at Bramley, Surrey, aged fifty-seven. The son of the late Captain Walter Ward, J.P., of Kimberley, he was sent to Great Yarmouth Grammar School, and took his degree from Emmanuel, Cambridge. In 1890 he was called to the Bar by the Inner Temple, and in June, 1910, he was made a puisne Judge of the Supreme Court of South Africa (Transvaal Province Division).

Legal News.

Appointments.

Mr. A. M. LANGDON, K.C., has been appointed to be a Commissioner of Assize to go the Northern Circuit.

Sir Almeric FitzRoy, K.C.B., K.C.V.O., has asked, for reasons of age, to be allowed to resign in the near future the office of Clerk of the Privy Council, which he has held since 1898. On Sir Almeric's retirement, which will take effect on 31st May next, the duties of the office will be combined with those of the Secretaryship to the Cabinet and to the Committee of Imperial Defence, and Lieut.-Colonel Sir MAURICE HANKEY, G.C.B., will, with the approval of His Majesty the King, then become Clerk to the Privy Council without additional remuneration. Lieut.-Colonel Sir Maurice Pascal Alers Hankey was, in 1908, made Assistant Secretary of the Committee of Imperial Defence, and succeeded to the secretaryship in 1912. On the formation of the War Cabinet in 1916, and the Imperial War Cabinet in 1917, he was appointed Secretary, and has continued since the Armistice as Secretary to the Cabinet. He officiated at the Peace Conference of 1919 and at the Washington and Genoa Conferences.

The Civil Service, says *The Times*, loses in Sir Almeric FitzRoy its oldest member, with the exception of Sir Henry Maxwell-Lyte, who, though born some three years earlier, did not enter the service until 1886. Sir Almeric FitzRoy was born in 1851. He entered the Education Department of the Privy Council Office in 1876, and he was private secretary to three vice-presidents of the Council, Mr. Stanhope, Sir Henry Holland (afterwards Lord Knutsford), and Sir William Hart Dyke. From 1895 to 1898 he was private secretary to the late Duke of Devonshire, then Lord President of the Council, and was then appointed Clerk of the Council in succession to Sir Charles Lennox Peel. Outside the regular duties of his office, Sir Almeric FitzRoy has a large share of public work to his credit. He was Chairman of the Departmental Committee on Physical Deterioration in 1903; he presided over the Committee on the Midwives Act, 1909; and he was also a member of the Royal Commission on Venereal Diseases in 1913, of the Inter-departmental Committee on the Co-ordination of Civil Departments on the outbreak of the war, and of the Dentists' Act Committee in 1918. He was at one time on the Council of the Stage Society, and helped the Royal Academy of Dramatic Art to obtain its charter.

General.

At the meeting of the City of London Corporation on 22nd March, the proposal to increase the salary of Sir James Bell, Town Clerk, from £3,000 to £3,500 was carried by 100 votes to 29.

The Lord Chancellor, speaking at a school prize-giving at Kingston-on-Thames on the 23rd inst., said he supposed many of the boys present were hoping he would tell them how to get on in life. He remembered, when a young man, hearing his father prophesy that he would be Lord Chancellor one day when in conversation with a distinguished lawyer. The lawyer smiled quite kindly, but he (Viscount Cave) never forgot that remark, and he believed that it did him good to have before him some goal at which to aim. He often thought he would never achieve his ambition, but he got on with his work, and in the end the thing happened. It was a pleasure to him, as it would be to any man, to have gained such a high office, but looking back he could say with all sincerity that the pleasure of striving was greater than the pleasure of attainment.

A City organization, says *The Times* under "City Notes" (24th inst.), whose services in the adjustment of commercial disputes are being more and more made use of by the business community is the London Court of Arbitration, which was formed jointly by the Corporation of the City of London and the London Chamber of Commerce. The Court is the successor of the London Chamber of Arbitration, established in 1892 at the Guildhall. In 1905 it was located at the London Chamber of Commerce and has since done good work in supplementing, but not superseding, the machinery of the Law Courts, and the arbitration procedure in the grain, coal, metal, timber, and produce markets, under clauses in contracts. The Court consists of equal numbers of representatives of the Corporation and the Chamber, ten being elected and two appointed by each body. The appointed members are Sir T. Vansittart Bowater and Mr. Alderman E. C. Moore (representing the Corporation), and Mr. H. L. Symonds (chairman of council) and Sir Charles C. Wakefield (deputy chairman of council), representing the London Chamber. The special advantage offered by the Court is that it has at its command experts in every important trade, so that parties to an arbitration under its auspices may be assured of obtaining the judgment of thoroughly competent authorities appointed by an impartial body. For this reason it is becoming an increasingly common thing for bankers and other financial authorities who are consulted over the drawing up of commercial contracts to recommend the insertion of a clause under which disputes that cannot be settled by mutual consent shall be submitted to the decision of the London Court of Arbitration.

Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.
CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, March 23.

THE DANIEL DE PASS TRUST LTD. May 5. Charles H. Hess, 1, Fenchurch-bldgs., E.C.3.

W. H. DOHERTY & SON LTD. March 31. John J. Shilcock, Market-place, Hitchin, Herts.

ALLCOCKS LTD. April 30. Harry Oram, 55, Newhall-st., Birmingham.

NORMAN CLARKE, DUNLOP & CO. LTD. April 7. George W. Watson, 120, Bishopsgate.

"BATMAN" LTD. April 7. Evelyn H. B. Tremow, 119, Finsbury-pavement, E.C.2.

JACK RICHARDSON LTD. April 9. Thomas E. Rowell, 1, Northumberland-place, North Shields.

VEGETABLE OIL & LARD COMPOUND REFINERS LTD. April 10. Frederick Morse, 1 and 2, Great Winchester-st., E.C.2.

NATIONAL TROTTING HORSE BREEDERS' ASSOCIATION LTD. April 14. W. Lacon Threlford, 119-120, London Wall, E.C.2.

NANTWICH CO-OPERATIVE BOOT AND SHOE MANUFACTURING SOCIETY LTD. April 7. William Kenyon, 50, Samuel-st., Crewe.

BLACK AND WHITE MOTOR CO. LTD. April 21. H. Rule, 840, Salisbury-house, E.C.2.

RAMSAY MARINE ENGINEERING CO. LTD. April 10. Frederick Morse, 2, Great Winchester-street, E.C.2.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, March 16.

N. Parkinson Ltd.
Crompton & Green Ltd.
The London & Montrose Shipbuilding & Repairing Co. Ltd.
Cinema Halles Ltd.
Hancock, Eglington & Co. Ltd.
Eracam Ltd.
The Abosso Gold Mining Co. Ltd.
Taquah Mining & Exploration Co. Ltd.
Mount Hotel (Heysham) Ltd.
Halmar Engineering Co. Ltd.
Nieuwhof Surie & Co. Ltd.
The Melbreth Lime & Cement Co. Ltd.
Batman Ltd
Woodsend Works Co. Ltd.
Amies & Co. Ltd.
George Hardy & Co. Ltd.
The Sagoria Eastern Trading Co. Ltd.
Perfecta Seamless Steel Tube & Conduit Co. Ltd.
Castletown & District Comrades' Club and Institute Ltd.
Dock Engineering Co Ltd.
Randall Gould Ltd.
Liverpool Derrick and Stevedoring Co. Ltd.
The Pwllheli Land & Building Co. Ltd.
S. Chadwick Ltd.
John Charles Ltd.
The Bradford Road Manufacturing Co. (Manchester) Ltd.
Burchells (Chemists) Ltd.
Bruton Shipping Co. Ltd
Cambrian Welding & Engineering Co. Ltd.
Pedersen & Juel Ltd.
The Bannerman Mills Co. Ltd.
Dundas Cuni Mining Co. Ltd.
Chantry's Engineering Works Ltd.
Elemel Ltd.
J. W. Croft & Co. (Fleetwood) Ltd.
N. V. Dagg Ltd.
George Swainston & Co. (London) Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, March 23.

ANDERSON, EDWARD, Shoreham-by-Sea, Proprietor of a Nursing Home. Rochester. Pet. March 5. Ord. March 19.

ALEXANDER, S. K., Liverpool. Liverpool. Pet. Feb. 12. Ord. March 19.

ASPIN, JOHN C., Darwen, Poultry Appliance Maker. Blackburn. Pet. March 8. Ord. March 20.

ASQUITH, HARRY, Pontefract, Farmer. Wakefield. Pet. March 20. Ord. March 20.

BARBER, ROBERT E., Norwich, Coachbuilder. Norwich. Pet. March 21. Ord. March 21.

BASTIN, CECIL G., Plumstead, Advertising Agent. Greenwich. Pet. Feb. 1. Ord. March 20.

BENSON, GEORGE V., Liverpool. Liverpool. Pet. Feb. 6. Ord. March. 21.

BEVIN, JOHN S., Leicester, Farmer. Leicester. Pet. March 1. Ord. March 21.

BEYTAGH, REGINALD, Rydland, Bristol, Coal Factor. Bristol. Pet. Jan. 20. Ord. March 20.

BIRKHEAD, JAMES B., Nottingham, Lincensed Victualler. Nottingham. Pet. March 19. Ord. March 19.

BOULD, DAVID, Huddersfield, Motor and Electrical Engineer. Huddersfield. Pet. March 8. Ord. March 20.

BROOKE, WALTER L., Sheffield. Sheffield. Pet. March 2. Ord. March 20.

BROOKS, CHARLES R., Romford, Farmer. Chelmsford. Pet. Feb. 23. Ord. March 20.

BRUCE, NELLIE, Bradford, Wholesale Grocer. Bradford. Pet. March 21. Ord. March 21.

BRYAN, WALTER J., Hadley, Salop, Hairdresser. Shrewsbury. Pet. March 20. Ord. March 20.

CARTWRIGHT, THOMAS S., Stockport, Electrical Contractor. Stockport. Pet. March 21. Ord. March 21.

C. DAVIS & SONS, Peckham. High Court. Pet. Feb. 28. Ord. March 16.

CHADWICK, JOHN, Shaw, Cotton Mill Operative. Oldham. Pet. March 17. Ord. March 17.

COATES, JOHN T., Friars-st., Blackfriars, Haulage Contractor. High Court. Pet. March 20. Ord. March 20.

COHEN, ALLAN, Oxford-st., Furrier. High Court. Pet. March 6. Ord. March 20.

COOK, PERCY G., Chancery-lane, W.C. High Court. Pet. Oct. 19. Ord. March 20.

DAVIES, ELIZABETH, Penygraig, General Dealer. Pontypridd. Pet. March 20. Ord. March 20.

DAVIES, HENRY, Caerleon, Mon., General Shopkeeper. Newport (Mon.). Pet. March 5. Ord. March. 21.

DAVIES, WILLIAM J., Gwaencaegwrwen, Fishmonger. Carmarthen. Pet. March 19. Ord. March 19.

DAVISON, BERNARD, Sheffield, Draper and Garage Proprietor. Sheffield. Pet. March 20. Ord. March 20.

DUTFIELD, GILBERT, Pentre, Grocer. Pontypridd. Pet. March 19. Ord. March 19.

EDWARDS, W., Stockwell. High Court. Pet. Feb. 24. Ord. March 20.

ETHERIDGE, FLORENCE M., Leadenhall-st., Dentist. High Court. Pet. March 19. Ord. March 19.

EYLES, ALFRED W., Trinity-sq., S.E. High Court. Pet. Feb. 22. Ord. March 20.

FENEMER, EDWARD, Dorridge, near Birmingham, Fruiterer. Birmingham. Pet. March 19. Ord. March 19,

FRENCH, WILLIAM P., Great Warley, Essex, Dealer. Chelmsford. Pet. Feb. 15. Ord. March 20.

FROST, JAMES, Brixton, Fodder Merchant. High Court. Pet. March 19. Ord. March 19.

GAUGE, JOSHUA, Bourn, Cambridge, Carpenter. Cambridge. Pet. March 21. Ord. March 21.

GILBERT, EDWIN C., Brighton, Coal Merchant. Brighton. Pet. Feb. 21. Ord. March 20.

GEORGE PITT & SONS, Smethwick, Builders. West Bromwich. Pet. Feb. 27. Ord. March 19.

HACK, EBENEZER B., Swindon, Wholesale Brewers' Agent. Swindon. Pet. March 9. Ord. March 21.

HAMMOND, THOMAS (Senior) and HAMMOND, THOMAS (Junior), Cambridge, Fruit Growers. King's Lynn. Pet. March 19. Ord. March 19.

HOLLAND, SAMUEL, Tilton-on-the-Hill, Leicester, Grazier. Leicester. Pet. March 20. Ord. March 20.

HOWARD, BERNARD J., Canterbury, Cycle and Gramophone Dealer. Canterbury. Pet. March 19. Ord. March 19.

JOHNSON, JOHN, Coventry, Fruiterer. Coventry. Pet. March 19. Ord. March 19.

JORDISON, SYLVESTER, Bagby, near Thirsk, Farmer. Northallerton. Pet. March 20. Ord. March 20.

KNEEN, GLADYS M., Manchester, Glass and Hardware Dealer. Manchester. Pet. March 21. Ord. March 21.

LEES, FRED, Shaw, near Oldham, Cemetery Registrar. Oldham. Pet. March 20. Ord. March 20.

LYNCH, THOMAS B., Sale, Sauce Manufacturer. Warrington. Pet. March 19. Ord. March 19.

MCCOURT, JOHN, West India Dock-rd., Licensed Victualler. High Court. Pet. March 7. Ord. March 21.

MCINTIRE, CHARLES, Brixton, Engineer. Brighton. Pet. Feb. 12. Ord. March 20.

MILLER, JAMES, Ashton-in-Makerfield, Clogger and Boot Repairer. Wigan. Pet. March 20. Ord. March 20.

MUNROE, GEORGE H., Pall Mall, S.W., Company Promoter. High Court. Pet. Feb. 21. Ord. March 21.

OLPIN, AARON (Junior), St. James, Bristol, Wholesale Cabinet Maker. Bristol. Pet. March 20. Ord. March 20.

PHILLIPS, W. A., Cardiff, Film Hirer. Cardiff. Pet. Feb. 22. Ord. March 16.

PRENTICE, JOHN E., and LORUSSO, PASQUALE, East Castle-st., W.1, Gown and Costume Manufacturers. High Court. Pet. Jan. 17. Ord. March 12.

QUICK, FRANCES E., Swansea, Licensed Victualler. Swansea. Pet. March 20. Ord. March 20.

RATTEY, CHARLES J., West Ealing. Brentford. Pet. Nov. 27. Ord. March 16.

RAY, WILLIAM H., Liverpool, Boot and Leather Dealer. Liverpool. Pet. March 1. Ord. March 19.

RILEY, MAURICE J., Thornton Heath. Croydon. Pet. Feb. 12. Ord. March 20.

ROBERTS, MEGAN, Scarborough, Boarding House Proprietress, Scarborough. Pet. Jan. 22. Ord. March 20.

SALT, EZRA, Unstone, Derby, Engineer's Fitter. Chesterfield. Pet. March 6. Ord. March 20.

SEFERIADIS, BASIL, New Broad-st., Cigarette and Tobacco Importer. High Court. Pet. Dec. 4. Ord. March 15.

SILVER, ELIZABETH A., Ferndale, Glam., Fried Fish Dealer. Pontypridd. Pet. March 19. Ord. March 19.

SMITH, FREDERICK J. J., Portsmouth, Doctor of Laws. Portsmouth. Pet. Feb. 20. Ord. March 19.

SMITH, JAMES H., Langley, Bucks, Machinery Merchant. Windsor. Pet. Feb. 23. Ord. March 19.

TUCKER, WILLIAM H., Swansea, Metal Merchant. Swansea. Pet. March 20. Ord. March 20.

WATTERSON, FREDERICK A., Boythorpe, Chesterfield, Travelling Draper. Chesterfield. Pet. March 21. Ord. March 21.

WEINSTOCK, ROSE, Liverpool, Draper. Liverpool. Pet. March 19. Ord. March 19.

WEIR, DAVID, Kington, Hereford, Farmer. Leominster. Pet. March 9. Ord. March 20.

WHITTELL, ARTHUR, Horbury, Yorks, Labourer. Wakefield. Pet. March 19. Ord. March 19.

WIELAND, FREDERICK J., Stapleford Abbotts, near Romford, Butcher. Chelmsford. Pet. Feb. 20. Ord. March 20.

WOOLCOTT, HENRY P., Tetbury, Glos., Farmer. Swindon. Pet. March 20. Ord. March 20.

WRIGHT, GEORGE H., Doncaster, Cinematograph Exhibitor. Sheffield. Pet. Feb. 27. Ord. March 20.

WRIGHT, ALFRED H. S., Bradford, Stuff Merchant. Bradford. Pet. March 21. Ord. March 21.

YOUNG, EDWARD T., Maidstone, Baker. Maidstone. Pet. March 19. Ord. March 19.